

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 18

**Date:** May 6, 2009

**Subject:** Award of Contract C09114 for the Design Study for the Creation of a Consolidated Transportation Service Agency (CTSA) within the San Bernardino Valley

**Recommendation:\*** Award of Contract C09114 - Design Study for the Creation of a Consolidated Transportation Services Agency within the San Bernardino Valley to the firm Innovative Paradigms a division of Paratransit Inc. in an amount not to exceed \$99,477.93 as identified in the Financial Impact Section.

**Background:** In January 2009, the Board authorized the release of RFP 09114 for the Design Study for the Creation of a Consolidated Transportation Services Agency within the San Bernardino Valley area. The expenditure plan for the renewal of Measure I includes funding for Senior and Disabled Transit. Eight percent (8%) of revenue collected in the Valley subarea shall fund Senior and Disabled Transit Service Programs, six percent (6%) in this category shall be expended to reduce fares and enhance services for elderly and disabled passengers and at least two percent (2%) of revenue collected shall be directed at the creation of a Consolidated Transportation Services Agency (CTSA) which will be responsible for the coordination of transit service provided to elderly individuals and persons with disabilities.

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

BRD0905a-bk  
31909000  
Attachment:  
C09114-bk

Notice of the release of the RFP was sent to eighty three consulting firms in the Agency database. The RFP was posted on the Agency Website. The response to questions submitted by prospective firms was posted on the Agency website on January 21, 2009. Proposals were due on February 9, 2009. A total of two (2) proposals were received. The following table lists the firms that submitted proposals:

Lead Firm	Subcontractors	Proposed Budget	Total Project Hours
Innovative Paradigms	Douglas Cross	\$99,477.93	784
Transit Resource Center	Transit Marketing LLC	\$99,915.00	668

The initial review of the proposals included input from the County of San Bernardino Public Works Department as well as the County Administrative Office, Omnitrans, Department of Aging and Adult Services, the City of Rancho Cucamonga and the Inland Regional Center. Both firms were interviewed on April 6, 2009 with the interview panel consisting of representatives from the County Public Works Department, Omnitrans and SANBAG.

After reviewing initial evaluations and post interview discussions the panel concluded that Innovative Paradigms be awarded this contract. The panel noted Innovative Paradigms offered a reasonable hourly rate, significant experience and education in transit, paratransit and ADA service and brings to the table years of experience in studying, creating and operating a CTSA. The proposal also offered extensive outreach, knowledge and understanding of specific funding sources and financial plans as well as community forums.

**Financial Impact:** The award of this study is consistent with the adopted budget. Funding for this project is provided under Task 31909000, Social Service Transportation.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on April 15, 2009. SANBAG Counsel has reviewed and approved the agreement as to form.

**Responsible Staff:** Beth Kranda, Transit Analyst  
Michael Bair, Director of Transit and Rail

**SANBAG Contract No. C09114**

by and between

San Bernardino Associated Governments

and

Innovative Paradigms a division of Paratransit, Inc.

for

Creation of a Consolidated Transportation Services Agency**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input checked="" type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: Retention of 10% of Total Labor Cost (\$9,947.79), Contract not to exceed \$99,477.93

Original Contract:	\$ <u>89,530.14</u>	Previous Amendments Total:	\$ _____
		Previous Amendments Contingency Total:	\$ _____
Contingency Amount:	\$ <u>9,947.79</u>	Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 99,477.93**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
319	8010	LTF-Planning	_____	\$ 99,477.93
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>5/6/09</u>	Contract Start: <u>5/6/09</u>	Contract End: <u>1/31/10</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

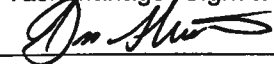
<b>Approved Budget Authority →</b>	Fiscal Year: <u>08/09</u> \$ <u>4,500.00</u>	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	\$ <u>90,477.93</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ No  
If yes, which Task includes budget authority? 31909000  
If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☒ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes \_\_\_\_\_ %Task Manager: **Michael Bair**Contract Manager: **Beth Kranda**

Task Manager Signature

Date

4/24/09

Contract Manager Signature

Date

 4/9/09

Chief Financial Officer Signature

Date

Filename: C09114

Form 28 06/06

**CONTRACT C09114**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**AND**

**PARATRANSIT, INC. (INNOVATIVE PARADIGMS)**

THIS CONTRACT is entered into as of May 6, 2009 in the State of California by and between the San Bernardino Associated Governments, hereafter called AGENCY, and Paratransit Inc. (Innovation Paradigms), hereafter called CONTRACTOR.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the AGENCY requires certain professional services relating to the preparation of a Design study for the the creation of a Consolidated Transportation Services Agency; and

WHEREAS, the CONTRACTOR, has the skills, knowledge and the ability to provide such services to the AGENCY;

NOW THEREFORE, the parties agree to the following:

**1. CONTRACTOR SERVICES**

The CONTRACTOR will be responsible for preparing a Design Study for the creation of a Consolidated Transportation Services as set forth in Appendix A – Scope of Work and Budget, which is attached to this contract.

**2. KEY PERSONNEL**

The personnel specified below are considered to be essential to the work to be performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours which are the responsibility of key personnel, the CONTRACTOR shall notify AGENCY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by AGENCY. AGENCY also reserves the right to approve proposed substitutions for key personnel.

Key Personnel are: Phil McGuire, Project Manager

Mary Steinert, Associate Consultant

Marilyn Cole, Associate Consultant

### 3. SUBCONTRACTS

CONTRACTOR shall not subcontract performance of all or any portion of the work to be performed under this contract, excepting subcontractors listed in the CONTRACTORS proposal, without first notifying AGENCY of the intended subcontracting and obtaining AGENCY's approval in writing of the subcontracting and the subcontractor.

CONTRACTOR agrees that any and all subcontractors of CONTRACTOR will comply with the terms of this Contract applicable to the portion of work performed by them. If requested by AGENCY, CONTRACTOR shall furnish AGENCY a copy of the proposed subcontract for AGENCY'S approval of the term and conditions thereof and shall not execute such subcontract until AGENCY has approved such terms and conditions. AGENCY approval shall not be unreasonably withheld.

Approval by AGENCY of any work to be subcontracted and the subcontractor to perform said work will not relieve CONTRACTOR of any responsibility or liability in regard to the acceptable and complete performance of said work.

### 4. TERM

This Contract will commence on May 6, 2009 and remain in effect until completion of the comprehensive Design Study in reference to the creation of a Consolidated Transportation Services and approval of the Design Study by the governing board, but no later than January 2010. Upon mutual agreement of the parties, through a letter agreement, the AGENCY Executive Director may extend the time performance beyond the about anticipated completion date.

### 5. TERMINATION

AGENCY may terminate this Contract at any time by serving thirty (30) day notice to this effect on CONTRACTOR. Additionally, in the event of misconduct or failure to perform required services, AGENCY shall notify CONTRACTOR in writing and give CONTRACTOR ten (10) days to correct performance. If not corrected, AGENCY may immediately terminate this Contract by written note to CONTRACTOR. CONTRACTOR shall not be reimbursed for any services or expenses beyond the termination date of the Contract and AGENCY shall incur no penalty for exercising its termination rights. The Executive Director shall have the authority in her sole discretion to give notice of termination on behalf of the AGENCY. CONTRACTOR may not terminate this Contract except for cause.

## 6. COMPENSATION

As total compensation for the above services, AGENCY shall pay CONTRACTOR an amount not to exceed Ninety Nine thousand Four Hundred and Seventy Seven Dollars and Ninety Three Cents (\$99,477.93) for the Design Study for the Creation of a Consolidated Transportation Services Agency (SANBAG Task 31909000). CONTRACTOR shall account for time spent on the work performed and invoice AGENCY on a monthly basis. Monthly invoices related to the work performed shall reference Agency Task Number 31909000. Monthly invoices shall contain the total work hours worked by individuals and total labor cost during the month by Task; overhead and fee as well as direct expenditures incurred; the accumulated total expenses to date by Task and the remaining contract amount by Task. Each monthly invoice shall be accompanied by a narrative description of the work completed during the reporting period and a discussion of any current or anticipated problems that might negatively impact the project and/or schedule. SANBAG shall retain 10% of the invoiced Total Labor Cost (direct labor, overhead and fee expenses) up to a total of Nine Thousand Nine Hundred Forty Seven Dollars and Seventy Nine Cents (\$9,947.79) until the successful completion of the work to be performed.

## 7. INSURANCE

Without in any way affecting the indemnity herein provided and in addition there to, CONTRACTOR shall secure and maintain throughout the term of the Contract the following types of Insurance with limits as shown.

A. Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premise and Operations, Contractual Liability, Personal Injury Liability, Broad-From Property Damage and Independent Contractor's Liability in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 aggregate written on an occurrence form.

B. CONTRACTOR (not including subcontractors) shall immediately furnish certificates of insurance to AGENCY evidencing the insurance coverage about required, with certificates shall name AGENCY as additional insured on policies of General Liability Insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days notice to AGENCY and CONTRACTOR shall maintain such insurance from the time this contract is executed until completion of such services.

C. CONTRACTOR shall maintain Workers Compensation Insurance with limits established and required by the State of California.

D. CONTRACTOR shall maintain Errors and Omission Liability Insurance with combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or Professional Liability Insurance with limits of at least \$1,000,000 per claim or occurrence.

E. Additional Insured. All policies, except for Workers' Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for AUTHORITY to vicarious liability but shall allow coverage for AUTHORITY to the full extent provided by the policy.

## 8. INDEMNITY

CONTRACTOR agrees to indemnify, defend and hold harmless the AGENCY, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and or liability arising from CONTRACTOR's acts, errors or omissions and for any costs or expenses incurred by AGENCY on account of any claim therefore, except where such indemnification is prohibited by law.

## 9. AMENDMENTS

CONTRACTOR agrees any altercations, variations, modification, or waivers of the provisions of the CONTRACT, shall be valid only when reduced to writing, executed and attached to the original CONTRACT and approved by the required person.

## 10. ASSIGNMENT

This Contract is not assignable by CONTRACTOR either in whole or in part without the prior written consent of Agency

## 11. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent contractor. Accordingly, all services provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction, and control of CONTRACTOR. AGENCY shall rely on CONTRACTOR for the results only and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR's employees and subcontractors in the performance of services or as to the manner, means and methods by which the services are performed. All workers furnished by CONTRACTOR shall be and remain the employees of CONTRACTOR or of the CONTRACTORS's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AGENCY.

## 12. AGENCY AUTHORITY

AGENCY's Executive Director shall have full authority to exercise AGENCY's rights under this Contract. CONTRACTOR's reporting relationship shall be with the AGENCY's Director of Transit and Rail Programs, unless otherwise directed by AGENCY'S Executive Director.

### 13. REVIEW OF WORK AND DELIVERABLES

All reports, working papers, and similar work products prepared for submission in the course of providing services under this Contract may be required to be submitted to AGENCY's representative in draft form, and AGENCY's representative may require revisions of such drafts prior to formal submission and approval. In the event that the AGENCY's representative, in his sole discretion, determines the formal submitted work product to be inadequate, AGENCY's representative may require CONTRACTOR to revise and resubmit the work at no cost to AGENCY.

### 14. APPEARANCE AT HEARINGS

If and when required by AGENCY, CONTRACTOR shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the services.

### 15. DOCUMENTS AND DATA

All plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, spreadsheets, or data magnetically or otherwise recorded on computer diskettes, prepared by or on behalf of CONTRACTOR under this Contract ("Documents and Data"), shall be made available to AGENCY at all times during this Contract and shall become the property of AGENCY upon the completion of the term of this Contract, except that CONTRACTOR shall have the right to retain copies of all such Documents and Data for its records. Should CONTRACTOR, either during or following termination of this contract, desire to use any Documents and Data, it shall first obtain the written approval of AGENCY.

### 16. EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

### 17. GOVERNING LAW

This CONTRACT shall be subject to the laws and jurisdiction of the State of California. The parties agree that the venue for any action or claim brought by any party to this CONTRACT will be the San Bernardino District of San Bernardino County.



IN WITNESS THEREOF, the authorized parties have signed below;

AGENCY

CONTRACTOR

**SAN BERNARINO ASSOCIATED  
GOVERNMENTS**

**Paratransit Inc. (Innovative Paradigms)**

\_\_\_\_\_  
Gary C. Ovitt  
President

\_\_\_\_\_  
Linda Deavens  
Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

## Design Study and Technical Approach

### A. Description of Overall Study Process

Innovative Paradigms will begin the CTSA design process through the extensive outreach defined in the RFP. A series of interviews with stakeholders will allow the consulting team to identify the range of issues that are specific to the San Bernardino Valley environment. The firm will use this research in combination with its expertise in CTSA structures and management to then guide local decision makers to the selection of the most appropriate CTSA structure for the region.

Innovative Paradigms proposes to lead the many stakeholders in San Bernardino County through a dialogue resulting in the establishment of a functional CTSA for the management of human service transportation in the Valley portion of the County. The firm will achieve this goal through a combination of technical analysis and stakeholder dialogue. With its vast experience in transportation management, Innovative Paradigms is familiar with the complexities of both governance and operations. These elements will be critical to the successful operation of a newly designated CTSA. The consulting firm has worked with CTSA models created within existing organizations as well as newly created single purpose organizations. With this experience in the range of optional models, the firm will be able to quickly identify the advantages and disadvantages of each alternative for consideration by decision makers.

### B. Explanation of Consultant's Role

Innovative Paradigms typically takes on two roles with its clients. First, the firm provides **objective guidance** in a decision-making environment. This means that the firm's consulting team applies its skills and experience to assist local stakeholders through complex decision-making situations to achieve a successful outcome. A successful outcome is one that accomplishes the objectives of the project by taking into account the varied interests and perspectives of the stakeholders.

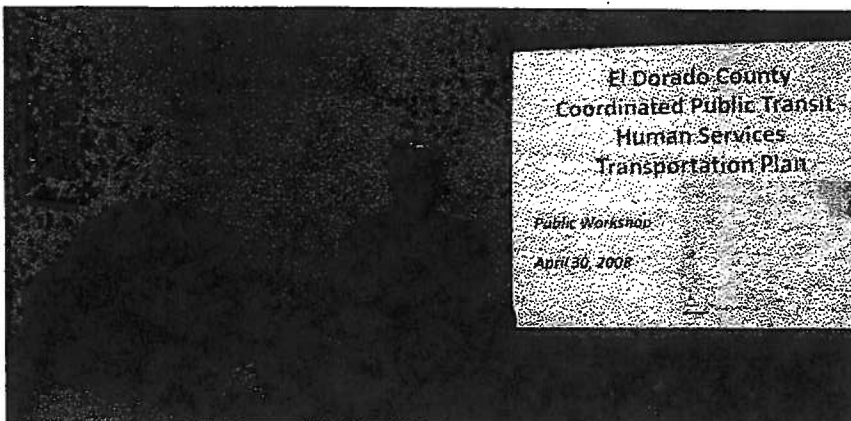
The second role of the consulting team is to offer **direct operating experience** to the stakeholders to provide a basis for decision-making. Innovative Paradigms brings a vast amount of expertise to this project from its operation of the CTSA in Sacramento, as well as direct experience in a variety of CTSA models with its consulting clients. This knowledge goes far beyond the typical consulting firm because the work involves first-hand experience with

*Innovative Paradigms  
 provides objective  
 guidance and direct  
 operating experience  
 a combination not to be  
 found elsewhere*

creating service delivery organizations. The intimate knowledge of on-going efforts to establish CTSA's at the present time in San Joaquin County and Honolulu, Hawaii (not called a CTSA in Hawaii but is the Hawaii equivalent) will serve decision makers well in San Bernardino. In all of these cases, Innovative Paradigms has both design and operating roles. The firm is responsible for developing the structure of the organization as well as functional elements of the actual service delivery. Technical expertise ranging from in-depth knowledge of the most sophisticated technology tools in the field today to labor issues resulting from structural decisions is the basis for Innovative Paradigms role as an expert.

At the beginning of the project, the Innovative Paradigms team will establish a working relationship with the SANBAG staff to identify appropriate shared roles or areas where the staff can support the project with its local knowledge. Given the scope of the project, the more time that is spent identifying and refining alternative structures and preparing an implementation plan, the stronger and more useful will be the outcome. Guidance from the SANBAG staff will maximize the efficiency of the work of Innovative Paradigms.

The SANBAG staff will be able to assist the consulting team greatly by supporting the scheduling of key meetings and assisting with meeting preparation. The consulting team is expert in CTSA design and management. While the firm has extensive experience in outreach and is prepared to plan and facilitate all workshops, interviews, and meetings, the SANBAG staff is more familiar at this point with the local agencies, local logistical options for meetings, existing meeting schedules, etc. Projects such as this typically rely to a degree on the regular schedules of key organizations for presentations, briefings, etc. Further, the SANBAG staff will be familiar with meeting protocols such as use of visual aids, printed materials, etc. This insight will maximize the efficiency of the consulting team in engaging the critical boards including the SANBAG Board, Board of Supervisors, and perhaps the Omnitrans Board. Other commitments to local agency Boards will be identified through the interview process. This step will also dictate the required number of meetings and presentations to obtain commitment from key participants.



Working with stakeholders and building trust in the process is an important part of every project.

In April 2008, Phil McGuire led community members in El Dorado County through a workshop on coordination.

Innovative Paradigms has considerable experience working with local communities involved in planning projects and key decision-making processes. This experience suggests that the number of meetings eventually involved in a project exceeds the number anticipated by either the firm or the client. This is because Innovative Paradigms is critically interested in ensuring maximum understanding and involvement in the project outcome. The initial projection for meetings with key groups associated with this project is as follows:

- SANBAG Board 2 meetings
- Board of Supervisors 1 meeting
- PASTACC 2 meetings
- Omnitrans Board 1 meeting
- Agency Boards\* 5-6 total meetings

\*varies greatly depending upon which agencies might be service partners

In spite of this planning and the associated scheduling, Innovative Paradigms is prepared to participate in additional meetings as necessary to fulfill the expectations of SANBAG in completing the project. The firm will work with SANBAG staff to minimize travel expense for these meetings by clustering the meetings times.

### **C. Course of Action**

#### ***Compile Available Descriptions of Need***

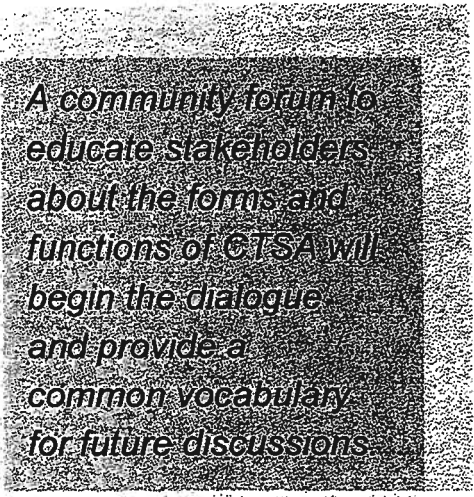
Innovative Paradigms will prepare a comprehensive description of the needs of the San Bernardino Valley area. This will be based upon the firm's existing review of available documents that serve as preliminary background on the overall service design environment. This preliminary effort will be followed by an extensive series of interviews of stakeholders conducted by the consulting team. The list of agencies to be interviewed is attached as Exhibit B. These interviews will help to establish the alternatives and the issues with each as seen by the stakeholders (see Outreach to Key Stakeholders below).

The consulting team will also analyze census and other data to form the basis of projections of future travel demand by the target population. This task will be assigned to Dr. Lisa Cappellari, Senior Data Analyst for Innovative Paradigms. Dr. Cappellari holds a PhD. in Economics and manages all data analysis and forecasting for the firm. In addition to her work for Innovative Paradigms she is a professor of economics at UC Davis. Her analytical skills and insights will add substantially to the overall work of the consulting team.

The consulting team will also apply its vast experience with the target populations to assemble a comprehensive presentation of the needs of the community. With intimate knowledge of the needs of the elderly, disabled and low income populations from its work in both operations and consulting, Innovative Paradigms is better prepared than other firms to offer realistic assessments and projections of need.

### ***Outreach to Key Stakeholders***

Experience is an excellent teacher. Innovative Paradigms has learned through its other CTSA startup projects that neither transit agencies nor human service organizations have a full understanding of coordinated transportation activities. Recent experience by the firm suggests that even transit professionals who know well the working of public transportation may not understand the intricacies of service coordination. This awareness by Innovative Paradigms has resulted in another tool it recommends for application in the SANBAG situation.



*A community forum to educate stakeholders about the forms and functions of CTSA will begin the dialogue and provide a common vocabulary for future discussions.*

The firm proposes that in the very early stage of the engagement, a community forum be convened so that the consulting team can provide an overview of the CTSA concept. Attendees will be introduced to the process that will be utilized throughout the design study project, including interviews and other means of community/agency input. This introductory technique has been used by the firm with great success and serves to establish the consulting team's credentials with the local community. Additionally, it provides an opportunity to establish a common vocabulary for future discussions. This one to two hour program would define in broad terms what a CTSA is, generally explain the options that might be considered, and

pave the way for individual interviews with stakeholders. The approach can help to make the follow up interviews more efficient. A PowerPoint presentation would be used as the key tool to illustrate the concepts (see Deliverables). Innovative Paradigms has prepared such a presentation for another client. This presentation, without client-specific identifiers, is included as Exhibit D. The tool will be modified to fit the specific circumstances of San Bernardino Valley and will be available for use by the consulting team or SANBAG staff in discussions with interested parties.

The list of proposed stakeholder interviews shown in Exhibit B incorporates entities that were provided in the RFP and supplements the list with other organizations based on the experience

of the consulting team. The team proposes in-depth interviews with the listed stakeholders. These interviews will be structured in consultation with SANBAG staff to ensure the appropriate focus. This will be such an extensive task that it must be conducted efficiently. Several members of the consulting team will be assigned to this effort. Assignments of interviewees will be based upon the unique expertise of the interviewer. For example, Mary Steinert is an expert in the operation of human service agencies and will conduct many of the agency interviews. Similarly, Doug Cross is expert in the functioning of the services of transit agencies for the disabled. He will be assigned key responsibility for interaction with Omnitrans and will support the team's efforts to accurately assess the potential role of the transit agency in both overall management and service delivery.

#### *Recommended Revision to Project Scope*

The above outreach description notwithstanding, Innovative Paradigms would like to discuss the range of outreach interviews with SANBAG staff. While it can be instructive to discuss CTSA models with a very large spectrum of stakeholders, the intimate knowledge of Innovative Paradigms with the types of agencies on the stakeholder list may help to streamline the process. There are two key reasons for interviewing an exhaustive list of stakeholders. One is to learn the needs and issues that are of concern to them. Because all of the agency types that are represented on the stakeholder list have been dealt with by Innovative Paradigms at some point and in great depth, the firm brings a solid understanding of the issues to the project. Following consultation with SANBAG, this might allow some streamlining of the interview process. The second reason to include a very broad spectrum is to ensure that all agencies feel a part of the process. The latter objective would likely preclude abbreviating the process. In its budget for this project, Innovative Paradigms has allocated a substantial amount for outreach. If some of this could be redirected or perhaps supported by other SANBAG staff efforts, the critical technical work relating to alternate models and functional responsibilities could receive greater emphasis.

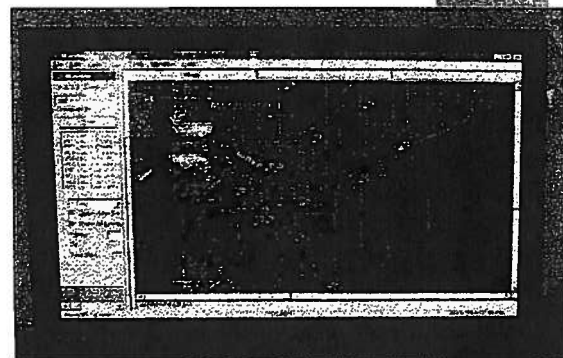
#### ***CTSA Models – Design Options, Strengths, and Weaknesses***

Innovative Paradigms has in-depth working knowledge of numerous CTSA models. The firm's knowledge of working models goes beyond simply a "study level" understanding. Innovative Paradigms has been at the center of discussion and implementation of CTSA models throughout its long history. Many organizations have sought guidance on CTSA implementation issues. In its consulting capacity, Innovative Paradigms is now engaged to establish CTSA's in other communities. The two on-going projects involve models that are structurally different from the Sacramento model but fit the circumstances of the local environment. Innovative Paradigms is applying its organizational and technical expertise to assist these communities to establish CTSA's much like the intent of this engagement.

Not only does the firm have working knowledge of alternate structural models but it also has direct experience with a variety of functional options appropriate for consideration by SANBAG. This expertise will allow stakeholders to more quickly get to the real issues in considering the options. Among technical considerations facing San Bernardino agencies is the concept of the CTSA also serving as the ADA paratransit operator. An organizational option such as this raises many technical considerations that could require a great deal of time to work through were it not for direct operational knowledge of the issues. Innovative Paradigms (through its Paratransit, Inc. parent) has always been both the CTSA and the ADA operator in Sacramento. The strengths and weaknesses of this option will be easy to present. Extensive experience with this option allows for immediate presentation of these factors.

Yet, in Honolulu, Innovative Paradigms is working to establish separate organizations to fulfill these roles. The ADA service is presently contracted to a quasi-public agency, which is not prepared to serve in the CTSA role for a variety of technical and political reasons. Instead, the firm is working with the City of Honolulu to serve in that role and coordinate its efforts with the ADA operator. In San Joaquin County, Innovative Paradigms is working with RTD to establish a CTSA. This may well result in the CTSA and ADA service being provided by the same agency. This analysis is on-going.

As to technology, Innovative Paradigms has been a technology leader in the paratransit field since its founding. Today, the firm utilizes many of the state-of-the-art tools available. The agency is a very advanced user of Trapeze scheduling software, which is the system used by Omnitrans for its ADA service. Intimate knowledge of this vital software tool and its particular relevance to San Bernardino will streamline key software considerations. But this working knowledge of Trapeze is also supplemented with the addition of Doug Cross to the team. Mr. Cross is familiar with Strategen Software as a result of guiding the process to procure and install it at AC Transit in Oakland.



Innovative Paradigms is a leader in the use of technology in paratransit service delivery. Expert technical advisors are part of the Project Team.

The technology expertise goes far beyond the scheduling system. The firm successfully implemented Mobile Data Computers (MDCs) several years ago and has operated paratransit service without paper manifests ever since. This technical step has not only made operations more efficient but also greatly improved the accuracy and timeliness of reporting and analysis. Through its CTSA partnerships, Innovative Paradigms also has installed MDCs in human

service agency vehicles and transmits trips to them without paper manifests. A similar arrangement using Trapeze has also been installed at local taxi companies to allow transmission of ADA trips to them. The firm also uses Zonar, which is the system for electronic documentation of driver inspections of vehicles. This tool also includes a very sophisticated GPS capability. Additional tools include a maintenance management software system that is also completely paperless. The shop has been using this system for many years to manage its consolidated maintenance program for CTSA partner agencies. Still other technologies also include a fully functional IVR system and an integrated fuel management system tied to the maintenance software. Few consulting firms can offer as much experience with the range of transportation technologies.

The key point is that Innovative Paradigms is at the forefront of CTSA implementation right now! No other consulting firm in the nation is so intimately involved in the fine details of CTSA management at this time. This one-of-a-kind expertise will allow the many agencies in San Bernardino County to "jump start" consideration of the real implications of service coordination.

### ***Function Issues***

Innovative Paradigms has direct experience both in operations and consulting with many of the alternative functions that can be provided through a CTSA. Through its many years of operation, Innovative Paradigms has utilized or provides the following functions:

**Interagency Partnerships:** Innovative Paradigms currently operates interagency partnership agreements with 15 human service agencies in the Sacramento area. While each of these agreements is slightly different, all involve a partnership with Innovative Paradigms providing some resources and the partner agency providing others. The result is a service package that typically serves the clients of an agency who are ADA eligible but are served by the agency rather than through the ADA system (also operated by Innovative Paradigms/Paratransit, Inc.). The result of these partnerships is much higher quality service at a much lower per trip cost than typically provided through the ADA program

**Consolidated Maintenance:** The firm has operated a consolidated maintenance program in Sacramento for 30 years. This model program offers state-of-the-art maintenance service and technical support to a very long list of agency customers. These range from human service agencies operating their own vehicles to Sacramento State University to private non-emergency medical transportation companies. This program offers full maintenance service with expert technicians and such unique features as loaner vehicles and extended service hours.



**Trip Brokering:** Innovative Paradigms brokers trips through the network of CTSA partner organizations. Through its highly refined scheduling system, the firm assigns trips to other human service agencies or to a number of taxi company providers. Advanced capability with Trapeze allows for direct assignment of trips to agency partners or the transmission of trip detail to computer terminals in taxi company offices. In house staff manages all of the cost detail.

**Taxi Partnerships:** Innovative Paradigms has a long and successful working history with local taxi companies. Using several of them to provide trips has proven to be a successful venture. More recently Innovative Paradigms worked with the City of Sacramento to restructure the taxi ordinance to require two critical features: minimum accessible vehicle counts relative to overall fleet size and routine inspections of all taxi cabs. The firm has held the contract with the taxi operators for 2 years to perform the inspections of all taxis in the region.

**Mobility Training:** Innovative Paradigms is a national leader in the field of mobility training. This concept involves training individuals who would otherwise need ADA paratransit to ride the fixed route system. This program has been operated in Sacramento since the early 1980s. More recently, Innovative Paradigms has entered into contracts to operate and manage such programs for the Spokane Transit District in Spokane, Washington, Valley Transportation Authority (VTA) in San Jose, CA, and San Joaquin Regional Transit District in Stockton, CA. The documented efficiencies of such a program may be achievable in San Bernardino Valley as well.

Through the Innovative Paradigms consulting division, the firm has also been directly involved in a number of other functional programs that are potentially involved in a CTSA. These include the following:

**Washington State Medicaid Brokerage:** Innovative Paradigms Project Manager Phil McGuire has worked on multiple contracts with the nonprofit agency that manages the Medicaid Brokerage in King County, Washington (Seattle). This very large and complex program includes a sophisticated scheduling system using a large number of vendors for trip delivery. The annual budget for this program in King County today exceeds \$30 million per year. The working knowledge of this and other brokerages will facilitate consideration of this option for the San Bernardino CTSA.

### ***Identify Feasible Alternatives for San Bernardino Valley CTSA and Conduct Workshops***

Innovative Paradigms has pointed out through this proposal its objective approach to the selection and development of the appropriate CTSA model for San Bernardino Valley. While the RFP uses the term "feasible" to define appropriate alternatives, Innovative Paradigms would offer "realistic" as the defining concept. Detailed understanding of the complexities of technology and what can be realistically achieved through the use of such technology will be of great benefit to decision makers in selecting functional elements. Similarly, familiarity with labor issues and with traditional ADA paratransit services will assist in decisions relating to the role of Omnitrans. Working knowledge of human service agency capabilities and interests will also be vital to immediately establishing the credibility of the consulting team.

*Innovative Paradigms will help community members understand what is "feasible" and what is "realistic". The team's expertise will engage stakeholders in a meaningful way.*

Through its many consulting engagements and also through large-scale instructional opportunities, Innovative Paradigms has demonstrated its expertise in conducting workshops on complex subjects such as the structural and functional options for a CTSA. No other firm is better prepared to inform the community and guide decision-making than Innovative Paradigms. Its community participation experience is unparalleled. And its own expertise is supplemented by that of Doug Cross, the key subcontractor on this project. Mr. Cross has worked with Mr. McGuire on a complex paratransit funding project involving extensive community outreach. Such a complex subject requires real expertise to engage the community in a meaningful way.

### ***Recommended Alternatives and Implementation Plan***

In preparing recommended alternatives, Innovative Paradigms will bring together the various CTSA design options with the range of functional service elements. These will be well defined and clearly presented such that local decision makers can make informed choices even with such complex technical information. For many of its other management projects, Innovative Paradigms has developed simple technical papers to explain its work and its success stories. This recent experience further prepares the firm to facilitate the dialogue regarding options. Some of this work has been selected by APTA for national presentation given the uniqueness of the achievements of the agency.

A significant element of the recommended alternatives will be the financial plan to support implementation. Here again, Innovative Paradigms is ideally positioned to lead the process. The firm manages a complex array of funding sources to support its CTSA operations in Sacramento including TDA Article 4.5, local Measure A sales tax revenues, and a wide variety of grants including both JARC and New Freedom. This intimate familiarity with funding requirements and implications will facilitate consideration of the funding options for the San Bernardino area.

But Innovative Paradigms brings even more expertise to the table than the direct funding mentioned above. For many years the agency has partnered with local human service agencies including Alta California Regional Center, United Cerebral Palsy, Easter Seals, and many others to craft a network of low cost service provision. These agencies contribute their funds to the mix of resources that are part of the larger CTSA package of services.

Through its consulting efforts, the firm is also working with other communities to prepare funding options for consideration. Building on its experience with JARC and New Freedom, plans are being developed for three other client agencies at the present time to use these funds to create CTSA's or their out-of-state equivalent. This practical experience will serve SANBAG well as it moves through this complex process with the consulting team.

#### ***Prepare Final Report and Present***

Key to the overall success of this project will be its summation and presentation to local officials. As consensus is gained through the CTSA design process, a constituency will be developed in support of the outcome. Again, Innovative Paradigms is very familiar with the importance of this critical last step. Without widespread support among public agencies and the social service community, it will be difficult to implement the selected model. The firm expects there to be many steps to attain agreement among the parties to create the CTSA. With hands on experience in accomplishing this in three other communities, Innovative Paradigms is prepared to assist SANBAG in navigating the complexities of implementation. It is important to have more than a surface level understanding of implementation details in order to be successful. For example, the firm's direct experience in labor relations can be very helpful in considering the implications of various strategies relative to existing unions such as the one that represents Omnitrans employees.

#### **D. Itemized Description of Schedule and End Products**

Innovative Paradigms understands the defined deliverables in the RFP. These are **draft and final reports and the accompanying PowerPoint presentation**. The firm is greatly

experienced in preparing high quality well written reports. That quality is reflected in this proposal. The approach to this final series of steps is to involve SANBAG heavily in the structure of final documents to ensure their overall impact and to precisely meet client expectations.

But Innovative Paradigms proposes additional deliverables. From experience it is clear that the various stakeholders, particularly public officials, need written materials to understand key steps in the decision process. To this end, the firm proposes the following additional deliverables:

**Introductory PowerPoint Presentation:** As discussed early in this proposal, Innovative Paradigms has experience in educating stakeholders regarding the complicated issues associated with creation of a CTSA. A PowerPoint presentation was prepared to use in various meetings with stakeholders to summarize those issues and present the overall concepts involved. A sample of this tool is included as Exhibit D. A similar tool will be prepared specific to San Bernardino Valley to use in the large public forum that is proposed to introduce the subject and then to be available for use in the interview sessions with individual stakeholders. This tool will be prepared for use within the first 30 days of the engagement.

**Technical Paper – Design Options:** In order to achieve a level of understanding of the various CTSA design options, a technical paper will be prepared to outline the options and identify strengths and weaknesses. This tool will be available to SANBAG staff and other constituents as determined to guide consideration of the range of choices facing the community leaders. It will be prepared at approximately 100 days (July 1).

**Technical Paper – Functional Elements:** A second technical paper will be prepared to summarize and define the variety of functions that can be included under the broad umbrella of a CTSA. This paper, prepared with the guidance of the SANBAG staff, will present in some detail the functional elements that ultimately the CTSA might include and how these features would be operated under the various design options. Again, such a tool will be useful to the participants in understanding what a CTSA can actually do and how the many participating agencies would be involved in services operated by, funded by, or overseen by the organization. This Technical Paper will be completed by approximately Day 100 (July 1).

The itemized schedule on the following page shows Innovative Paradigms' approach to the CTSA Design Study project. The firm will work with SANBAG staff to make adjustments to the schedule as needed.

## PROPOSED PROJECT SCHEDULE

Design Study for the Creation of a CTSA for the San Bernardino Valley

	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER
Contract Award	4/1							
Notice to Proceed	4/3							
Kick Off Meeting	4/8							
Introductory PowerPoint Presentation		5/1						
<b>Complete Available Design of Phase 1</b>								
1.1 Determine needs for services, persons with disabilities, low income		5/15 - 5/15						
1.2 Summarize census data, with analysis of per capita trip rates		5/15 - 5/22						
1.3 Analyze transit resources in relation to transit dependent populations		5/22 - 5/22						
1.4 Develop projections, through 2020, on trip levels in the Inland Empire		5/22 - 5/29						
<b>2.0 Infrastructure for Key Areas</b>								
2.1 Conduct interviews with key stakeholders		6/4 - 6/6						
2.2 Categorize needs in the context of structural options		6/6 - 6/19						
2.3 Identify potential partners' transportation budgets & other data		6/19 - 7/7						
<b>3.0 CTSA Model - Design Options, Strengths and Weaknesses</b>								
3.1 Identify and interview organization/transportation structures <sup>1</sup>		7/1 - 7/21						
3.2 Identify functional responsibility areas <sup>2</sup>		7/1 - 7/21						
3.3 Identify technology roles for SBV coordinated CTSA services		7/21 - 8/7						
Technical Paper: Design Options					8/1 - 8/21			
4.1 Develop alternatives, which appear feasible					Week of 8/8			
4.2 Conduct a minimum of 1 public workshop/forum to present findings					8/21			
4.3 Prepare a written post-workshop summary								
<b>5.0 Recommended Alternatives and Implementation Plan</b>								
5.1 Prepare an initial summary of recommended alternatives							8/15 - 8/22	
5.2 Prepare an implementation plan							8/15 - 8/22	
5.3 Prepare a discussion of the projected and potential funding base							8/15 - 8/22	
<b>6.0 Prepare Final Report and Present</b>								
6.1 Prepare Draft Final Report and present to PASTAC and SANBAG								
6.2 Prepare Final Report, including Exec. Summary and PowerPoint								
6.3 Present Final Report to SANBAG Board of Directors <sup>3</sup>								

<sup>1</sup>Technical Paper "Design Options" to be presented at this time, approximately 7/1

<sup>2</sup>Technical Paper "Functional Elements" to be presented at this time, approximately 7/1

<sup>3</sup>SANBAG Board meets the 1st Wed of the Month: 11/4 or 12/2; meeting will be scheduled at SANBAG's direction

# **DISCUSSION ITEMS**

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

### AGENDA ITEM: 19

**Date:** May 6, 2009

**Subject:** Set Date for Election of Officers for 2009/2010

**Recommendation:\*** Set election for President and Vice President of the SANBAG Board of Directors to be conducted at the June 3, 2009, meeting.

**Background:** In accordance with the SANBAG Bylaws, the Board of Directors annually elects officers of the organization. This item sets the election of officers for the June 3, 2009 meeting of the SANBAG Board. Section B of the SANBAG Bylaws states:

The Office of President shall alternate annually between county representatives and city representatives. In years when the President is a county representative, the Vice President shall be a city representative and vice versa.

In accordance with SANBAG Policy No. 10002, the SANBAG Vice President shall serve as Chair of the Administrative Committee. Additionally, an informal practice has been established which rotates the city office holders among East Valley, West Valley, and Mountain/Desert city members. However, this informal practice will have no bearing on the 2009 election. A Chronology of Officers is attached to this agenda item for information. New officers will take office at the July meeting of the Board of Directors.

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*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

***Financial Impact:*** This item has no financial impact on the SANBAG budget. Staff activities related to officer elections is consistent with the adopted SANBAG budget, Task 60109000.

***Reviewed By:*** This item has not been reviewed by any SANBAG policy committee.

***Responsible Staff:*** Duane A. Baker  
Director of Management Services



## Attachment #1 SANBAG Chronology of Officers

**List of Officers who have served on the SANBAG Board of Directors from 1973 to the present.**

<b>Term</b>	<b>President</b>	<b>Vice President</b>
2008-2009	Gary Ovitt Board of Supervisors	Paul Eaton City of Montclair
2007- 2008	Lawrence Dale City of Barstow	Gary Ovitt Board of Supervisors
Jan. 2007- June 2007	Dennis Hansberger Board of Supervisors	Lawrence Dale City of Barstow
July 2006- Dec. 2006	Dennis Hansberger Board of Supervisors	James Lindley City of Hesperia
2005-2006	Kelly Chastain City of Colton	Dennis Hansberger Board of Supervisors
2004-2005	Paul Biane Board of Supervisors	Kelly Chastain City of Colton
2003-2004	Bill Alexander City of Rancho Cucamonga	Paul Biane Board of Supervisors
2002-2003	Bill Postmus Board of Supervisors	Bill Alexander City of Rancho Cucamonga
2001-2002	Jim Bagley City of Twentynine Palms	Bill Postmus Board of Supervisors
2000-2001	Dennis Hansberger Board of Supervisors	Jim Bagley City of Twentynine Palms
1999-2000	Robert Christman City of Loma Linda	Dennis Hansberger Board of Supervisors
1998-1999	Kathy A. Davis Board of Supervisors	Robert Christman City of Loma Linda
1997-1998	David Eshleman City of Fontana	Kathy A. Davis Board of Supervisors
1996-1997	Jon Mikels Board of Supervisors	David Eshleman City of Fontana
1995-1996	Jim Busby City of Victorville	Jon Mikels Board of Supervisors
1994-1995	Jerry Eaves Board of Supervisors	Jim Busby City of Victorville

1993-1994	Laurie Tully-Payne City of Highland	Jerry Eaves Board of Supervisors
1992-1993	Barbara Cram Riordan Board of Supervisors	Laurie Tully-Payne City of Highland
1991-1992	Larry Rhinehart City of Montclair	Robert Hammock Board of Supervisors
1990-1991	Marsha Turoci Board of Supervisors	Larry Rhinehart City of Montclair
1990-1991	A.W. Bill Speyers City of Big Bear Lake	Marsha Turoci Board of Supervisors
1989-1990	Larry Walker Board of Supervisors	A.W. Bill Speyers City of Big Bear Lake
1988-1989	Elmer Digneo City of Loma Linda	Larry Walker Board of Supervisors
1987-1988	Jon Mikels Board of Supervisors	Elmer Digneo City of Loma Linda
1986-1987	Frank Carpenter City of Upland	Jon Mikels Board of Supervisors
1985-1986	Barbara Cram Riordan Board of Supervisors	Jon Mikels City of Rancho Cucamonga
1984-1985	Edward Dondelinger City of Adelanto	Barbara Cram Riordan Board of Supervisors
1983-1984	David McKenna Board of Supervisors	Edward Dondelinger City of Adelanto
1982-1983	John Longville City of Rialto	David McKenna Board of Supervisors
1981-1982	Cal McElwain Board of Supervisors	John Longville City of Rialto
1980-1981	Homer Briggs City of Ontario	Cal McElwain Board of Supervisors
1979-1980	Robert Hammock Board of Supervisors	Homer Briggs City of Ontario
1978-1979	Chresten Knudsen City of Redlands	Joe Kamansky Board of Supervisors
1977-1978	Robert Townsend Board of Supervisors	George Goldsmith City of Barstow
1976-1977	Eileen Carter City of Chino	Robert Townsend Board of Supervisors
1975-1976	James Mayfield Board of Supervisors	Jack Cummings City of Redlands
1974-1975	John McCarthy City of Upland	James Mayfield Board of Supervisors
1973-1974	Nancy Smith Board of Supervisors	John McCarthy City of Upland

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- San Bernardino County Transportation Commission   ■ San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency   ■ Service Authority for Freeway Emergencies
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## *Minute Action*

AGENDA ITEM: 20

**Date:** May 6, 2009

**Subject:** Notice of Presidential Appointment to Southern California Association of Governments (SCAG) Energy and Environment Committee

**Recommendation:\*** Note appointment of the SANBAG Board President of Rialto City Council Member Ed Scott to fill a vacancy on the SCAG Energy and Environment Committee.

**Background:** In accordance with SANBAG Policy 10001, the SANBAG President is authorized to appoint members of the Board of Directors to SCAG policy committees. All Presidential appointments are announced at the SANBAG Board of Directors meeting immediately following the appointments for the purpose of advising the Board of Directors of the status of SANBAG committee membership and representation.

Board President Gary Ovitt has appointed Council Member Ed Scott of Rialto to the SCAG Energy and Environment Committee.

With this appointment, there is still one remaining vacancy on the Energy and Environment Committee. Any Board Members that are interested in serving on this committee should contact the Board President or SANBAG staff.

The item serves to comply with SANBAG policy relative to announcement of appointments.

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*Approved*  
*Board of Directors*

Date: \_\_\_\_\_

Moved:                      Second:

In Favor:                  Opposed:                  Abstained:

Witnessed: \_\_\_\_\_

***Financial Impact:*** This item has no direct impact upon the adopted SANBAG budget.

***Reviewed By:*** This item has not received prior policy committee review.

***Responsible Staff:*** Duane A. Baker, Director of Management Services

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 21

**Date:** May 6, 2009

**Subject:** Fiscal Year 2009/2010 Budget Program Overview

- Recommendation:\***
1. Presentation of the 2009/2010 Proposed Budget; and
  2. Schedule the Board of Directors Budget Workshop for 9:00 a.m., Wednesday, May 13, 2009, to be held in conjunction with the Administrative Committee Meeting; and
  3. Schedule the public hearing and adoption of the 2009/2010 Budget for the June 3, 2009 Board of Directors' Meeting.

**Background:** The development of the 2009/2010 proposed budget has been completed. The proposed budget documents will be distributed to members of the Board at the May 6, 2009 meeting.

The SANBAG budget process began in January 2009 with the adoption of the 2009/2010 Budget Schedule. During the months of March and April, SANBAG policy committees reviewed the task descriptions and budgets under their purview, with new activity and estimated encumbrances. Additionally, the Administrative Committee had the task of reviewing the agency-wide program budgets, the fringe/indirect allocations, revenue projections and planned expenditures.

As part of the Budget Schedule adoption, the date for the Board of Director's workshop has been scheduled for 9:00 a.m., Wednesday, May 13<sup>th</sup>, 2009.

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

This workshop provides an opportunity for additional policy discussion and direction regarding the proposed budget. The budget workshop will be held in conjunction with the Administrative Committee meeting.

SANBAG is required to publish notice of the time and place of the public hearing for adoption of the annual budget (Public Utilities Code Sec. 130103/Government Code Sec 60612). The Budget Schedule also set the date for the public hearing for 9:30 a.m. on Wednesday, June 3, 2009.

***Financial Impact:*** The 2009/2010 Budget establishes the financial, staffing, and the work product authority for agency activities during the coming fiscal year. Estimated revenues for 2009/2010 are \$291,396,887 and expenditures, not including encumbrances, are \$294,407,564.

***Reviewed By:*** All five of the SANBAG policy committees have reviewed task descriptions and budget for activities under their purview. The Administrative Committee has also reviewed and unanimously received the elements related to the agency-wide programs, the frnge/indirect allocations, revenue projections and planned expenditures.

***Responsible Staff:*** William Stawarski, Chief Financial Officer

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 22

**Date:** May 6, 2009

**Subject:** Selection of a 511 Provider for San Bernardino County

- Recommendation:** \*
1. Direct Staff to develop an agreement with the Riverside County Transportation Commission (RCTC) for 511 services in the Inland Empire, with a 50% cost sharing arrangement, to be brought back to the Board for review and approval in June.
  2. Direct staff to work with neighboring Counties, States, as well as impacted public agencies, to ensure seamless implementation of a regional 511 system, including addressing interoperability, call transfer/forwarding, telephone provisioning and other issues which may arise.

**Background:** **511 History - 2000 to 2005.** On July 21, 2000, the Federal Communications Commission (FCC) designated 511 as the national travel information number. The FCC ruling did not provide a funding source for the national number and left all of the implementation and funding decisions to the states and local agencies. In August 2005, the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU) was signed into law. Section 5306 requires that by 2010, a national 511 system will be established that is to include a "user friendly" telephone service as well as a comprehensive website. Currently 36 States have some form of a 511 system either statewide or in major urban areas. Nationwide deployment information can be found at [www.deploy511.org](http://www.deploy511.org).

*Approved*  
*Board of Directors*

*Date: May 6, 2009*

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

**Southern CA 511 Development – September 2005 through May 2008.** As a result of the availability of this new designation, beginning in September 2005, the five surrounding County Transportation Commissions (CTCs), along with the local Caltrans' Districts, began discussions as to how to fund and implement a 511-traveler information system throughout the region. To move a fully functional 511 program forward, the Los Angeles Service Authority for Freeway Emergencies, or LA SAFE (acting on behalf of Los Angeles County, as an arm of the Los Angeles County Metropolitan Transportation Authority or Metro) initially proposed to deploy a 511 system for Los Angeles County and offered to bring in the other Counties at a future point in time; however, the other CTCs (with assistance from Caltrans) were able to convince LA SAFE that it was in the best interest of the region to deploy a 511 system for the five county area at one point in time. In July 2006, LA SAFE took the lead to develop and release a Request for Proposal (RFP) for a regional 511 system, in cooperation with the four CTCs and three Caltrans Districts. In addition to providing similar services currently offered through 1-800-Commute, the new system would also include a voice activated traffic travel times component, voice-activated transit trip planning information, as well as call box and freeway service patrol components which were unique to LA SAFE and having little interaction with the 511 system. The resulting RFP and current program implementation is often referred to as "MATIS – Motorist Aid Traveler Information System".

The RFP was released and three proposals were received in early December 2006. The four neighboring CTCs participated as one combined vote in the RFP process. After changes to the RFP scoring system, seven RFP amendments and three separate best and final offers requests, in February 2008, the LA SAFE Board approved the 511/MATIS contract with IBI Group (IBI) for a ten-year period at an amount of \$34 million, with an additional 10 percent contingency.

**LA 511 Implementation – May 2008 to Present.** The contractor started work in May 2008 and a January 2009 launch was targeted. SANBAG and RCTC staff and consultants have participated on the weekly project development team meetings and conference calls, as well as other weekly meetings that have occurred since work started. For various reasons, the LA SAFE 511 implementation contracted to start in January 2009 has been delayed. LA SAFE has not stated when their 511 launch will occur; however, since landline and cellular transitioning has not yet occurred, Staff assumes that the LA 511 launch is several months into the future.



**The LA 511 Program Option.** Since LA SAFE began implementation a year ago, SANBAG staff has stated that a formal commitment to join their program cannot be made until an MOU is approved by the SANBAG Board. In addition, the MOU must include all costs for development, as well as ongoing operations, and must be brought to all participating CTCs as well as LA SAFE Board for approval. Starting in late December 2008, draft MOUs were crafted by LA SAFE and RCTC/SANBAG, and passed back and forth between agencies and attorneys. An MOU circulated by LA SAFE stated cost parameters would be determined later and amended into the agreement at a later date. At a conference call in late February 2009, LA SAFE staff offered to fund the entire baseline deployment for the four neighboring CTCs, at no cost to any of the CTCs. Please refer to Attachment 1 – Draft LA SAFE/SANBAG MOU C09195. The Pro's and Con's to executing this MOU with LA SAFE are as follows:

Pro's:

1. Initially, all costs will be born by LA SAFE - no current cost impact to SANBAG.
2. No matter the origin of the caller, the caller would have consistent information from a five-county 511 system.
3. LA SAFE bears all liability responsibilities.

Con's:

1. Decisions would be made by LA SAFE with input from partner CTCs – LA SAFE has final say on all decision. As a result, Contractor selection and oversight is at the discretion of LA SAFE which ultimately impacts the success of the program as well as overall system performance.
2. Should any individual components not be satisfactory to SANBAG, there is no recourse or leverage to remedy/implement, without offering to finance the resolution on behalf of the region. Once implemented, if SANBAG and/or any partner agencies desire(s) to leave this 511 program for any reason, it would be costly to transition the system away from LA SAFE.
3. If at some point in the future, services are considered outside of the baseline program, or if LA SAFE's financial condition changes and requires an operating contribution from SANBAG, then there could be a future cost implication to SANBAG to continue the 511 program with LA SAFE. For example, LA SAFE's contractor IBI has already identified that should the Inland Empire want to be part of the IVR's automatic transit trip planning, a future cost to this implementation is estimated today at \$250,000.

4. Even though San Bernardino-specific content would be generated by SANBAG and its participating agencies (transit districts, Caltrans District 8, and so on), how or when this data is incorporated into the system and tested, is at the discretion of LA SAFE.
5. Certain design elements have been crafted in such a way that are of concern to Staff. For example, should a caller request to speak to an operator and ask direct transit information from the call taker, the call taker cannot provide the information and will be directed to instruct the caller to hang up and to dial 1-800-COMMUTE.
6. Other political/legal impacts are underlying the design and implementation process, including Americans' with Disabilities Act (ADA) issues with Metro's current trip planner. Any resolution because of this lawsuit or future lawsuit may negatively impact the system.
7. Should LA SAFE's system go down, there is no redundancy/alternate system to offer commuters.

**Inland Empire 511 Option.** Because of many of the concerns identified above, SANBAG teamed up with RCTC to evaluate the costs and impacts to implementing a separate 511 program for the Inland Empire. The agencies worked with a variety of stakeholders to craft a robust program which would leverage existing software programs as much as possible. In addition, SANBAG/RCTC has a long standing history of joint program implementation, due to Inland Empire travel patterns as well as cost-efficiencies to implement joint programs. There are times when SANBAG is the lead agency, or vice versa, RCTC. A relevant example is the bi-county Rideshare program, which has been implemented through RCTC since 1993. Other bi-county partnerships between the two agencies include clean fuels efforts, call boxes, freeway service patrol, as well as recent highway tolling studies and coordination. In such, a joint launch is a logical next step for 511 implementation with RCTC as the lead agency and integrating the 511 program into the overall countywide Rideshare Program.

Attachment 2 contains a white paper which reviews the components of such a program, as well as one-time implementation costs and estimated ongoing operational costs. Some highlights of this joint program:

1. Callers asking for transit/rail information would be forwarded to the applicable transit agency, as done now in 1-800-Commute and as directed by the existing transit agencies. A second phase of the program may be to utilize Google Transit to provide automated transit information.

2. Much of the software and databases utilize off the shelf technology, as well as leverage existing investments. In addition to transit data as identified above, the program would leverage a previous investment in the traffic map currently used on [www.commutesmart.info](http://www.commutesmart.info). This map includes the entire southern CA region, and provides travel information from the Valley, to the Arizona and Nevada borders, as well as includes all of San Diego County.
3. Using data provided by Caltrans, travel times on major highways can be provided, as well as route-specific incidents/sig alerts information provided by CHP. Camera and changeable message sign data would also be available where it exists on the Inland Empire-based website.
4. Second phase of implementation would offer a Spanish phone option.
5. Currently, RCTC owns 26 separate 511 website domains. Possible candidates for the final marketed domain names could be [www.inlandempire511.com](http://www.inlandempire511.com) or [www.IE511.com](http://www.IE511.com).

Pro's and Con's of this option are as follows:

Pro's:

1. Total control over content, reliability and quality. Contractor selection and oversight is at RCTC/SANBAG discretion.
2. Ability to leverage existing products and partnerships which are already in place, utilization of off-the-shelf software/products, and the flexibility to implement future products on an incremental basis at a lower cost.
3. The ability to make program enhancements when needed and as requested from Inland Empire stakeholders (Caltrans, transit agencies, and so on).
4. More control of the transit trip planner functionality. Note that the transit trip planning component is the website service most in demand in other California 511 systems (San Diego and the Bay Area).
5. Transit mapping and data through Google Transit, where program enhancements can be made easily and at a low cost. In addition, the current Google trip planner meets current ADA standards.
6. Provides the region with additional redundancy should either system (LA SAFE or IE) not function or there is an emergency situation.
7. Anticipate a lower overall cost over time, as well as the ability to phase programs in and control costs.

Con's:

1. SANBAG would have to commit to funding the program, current and ongoing.

2. Callers traveling into adjacent areas (LA, Orange, San Diego, Arizona or Nevada) would be using different systems. Confusion may ensue and San Bernardino County information may not be kept up or sufficient to cross county/state commuting needs.
3. SANBAG/RCTC takes on all liability for implementation and operations.

**General Impacts/Issues no matter which option is selected:**

1. Directing cellular 511 calls to the appropriate 511 service, based on their location. Along county lines, there is "bleed over" with cell towers and very likely some callers will be directed to the wrong 511 program. This will take testing, monitoring and feedback to the cellular providers.
2. Interoperability issues. Further work will need to be coordinated with LA SAFE to transfer callers even if they were directed to the appropriate 511 center, but are seeking specific info from another 511 program. Interoperability will also need to be addressed with San Diego County, Kern County, Nevada and Arizona systems as well.
3. SANBAG has been in discussion with the six San Bernardino county transit providers, highlighting pro's and con's of both implementation options. With either option, providing an automated transit trip planning system via the phone, is not a high priority for the providers, and they are happy to see that implemented at a later point in time. Since either option has no financial impact or burden on their respective agencies, their preference would be to implement the system that has the most integrity/reliability for the user. All agencies welcomed the outcome of more transit calls into their agencies, and do see this as a financial burden.

**Recommendation**

Based on the pro's and con's of the two approaches above, Staff recommends that SANBAG proceed with a joint Inland Empire 511 program. The Plans and Programs' Committee also endorsed this recommendation. Upon Board approval, program development would start in May 2009 after RCTC Board approval, and the program would implement by no later than October 1, 2009. Based on implementation of LA SAFE's 511 program, an Inland Empire launch would occur either before or at the same time of LA SAFE's anticipated launch. By doing so, any marketing/outreach dollars expended by LA SAFE promoting 511 will also spill over to the IE launch. In addition, the Mobile Source Air Pollution Reduction Review Committee (MSRC) allocated \$1 million towards enhanced marketing/outreach of a 511 program outside of LA County and Staff will

approach the MSRC to request that a portion of those funds be redirected to RCTC for Inland Empire specific marketing/outreach.

Based on research of other similar launches, after a year of implementation, the IVR phone system would generate 16,000 callers each month on the low end, to 81,000 calls as a high end estimate. The website would have a minimum of 6,400 visitors each month, with 40,000 web site visitors as a high end estimate.

With SANBAG contracting directly with RCTC for these services, the Staff recommendation is that SANBAG would reimburse RCTC 50% of related costs. It is envisioned that the current funding which funds the county-wide rideshare program would also be available and sufficient to reimburse RCTC for its implementation and ongoing costs of the 511 program (Congestion Mitigation and Air Quality or CMAQ Funding and Transportation Environmental and Enhancement Management Funds or TMEE). Funds have already been allocated to SANBAG in the current transportation program (SAFETEA LU) and are sufficient to cover start up costs as well as ongoing expenses through 2011. If CMAQ funds are no longer available after the current funds SAFETEA LU funds are drawn down, it appears that the call box revenue would be sufficient at that time to cover ongoing operational costs. SANBAG's share of costs for Fiscal Year 2009/2010 would range between \$210K to \$250K for startup and implementation, and ongoing operational costs would range between \$135K to \$235K each FY thereafter.

Upon Committee/Board approval, Staff will work with RCTC to integrate program specifics, timeline and costs into its FY 2009/2010 rideshare agreement. That agreement would be brought to the Plans and Programs Committee in May, and then to the SANBAG Board for review and approval in June.

**Financial Impact:** Funds for the development and implementation of a regional 511 system have been included in the FY 2008/2009 Budget, as well as in the draft FY 2009/2010 Budget. To date, no funds have been expended on program implementation, only staff, consultant and legal time to work on program development and contractual arrangements. Task Number 40609000-combination of CMAQ and TMEE funds.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on April 15, 2009. SANBAG legal counsel has reviewed the LA SAFE Agreement C09195 as to form.

**Responsible Staff:** Michelle Kirkhoff, Director of Air Quality/Mobility Programs

**DRAFT Interagency Agreement**

Between

The Los Angeles County Service Authority for Freeway Emergencies

And

The San Bernardino Associated Governments In Support Of  
The Southern California Regional 511 Traveler Information System/Program

LA SAFE AGREEMENT NO. 09SAFE020 / SANBAG AGREEMENT No. C09195

This AGREEMENT is made and entered into on this the \_\_ day of \_\_\_\_\_, 2009 by and between the Los Angeles County Service Authority for Freeway Emergencies (LA SAFE) and the San Bernardino Associated Governments (SANBAG):

**RECITALS**

WHEREAS, 511 has been designated by the Federal Communications Commission (FCC) as the national traveler information number;

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) set September 30, 2010 as a target date for the nationwide deployment of an interoperable 511 telephone system accompanied by a companion 511 website;

WHEREAS, LA SAFE shall develop, deploy, operate, maintain and manage a multi-modal Southern California 511 system (SoCal 511), prior to the September 30, 2010 SAFETEA-LU target date, that is capable of supporting both phone and web based traveler information services for the greater Southern California region, including San Bernardino County;

WHEREAS, SoCal 511 will include specific features and services, as provided by LA SAFE Contract No. 06SAFE035, which is being fully funded by LA SAFE:

WHEREAS, SANBAG is interested in providing a 511 traveler information system for San Bernardino County residents and patrons; and has determined that working with LA SAFE in development and deployment of a 511 traveler information system in both Los Angeles and San Bernardino Counties will provide substantial savings with improved efficiencies for both counties;

WHEREAS, San Bernardino County shall be covered by SoCal 511, as defined by LA SAFE Contract No. 06SAFE035, at no cost unless otherwise agreed to by both agencies and amended into this AGREEMENT;

WHEREAS, both LA SAFE and SANBAG recognize the value of providing and supporting a multi-county regional 511 system;

NOW THEREFORE, the parties to this AGREEMENT agree as follows:

## **1.0 INTENT**

The intent of this AGREEMENT is to define and set forth the relationship between LA SAFE and SANBAG as it relates to the use, operation, management and improvement/enhancement of SoCal 511. This AGREEMENT shall enable SANBAG to connect to and use the SoCal 511 program and services to provide traveler information to residents and travelers within San Bernardino County.

## **2.0 PERIOD OF PERFORMANCE**

This AGREEMENT shall become effective on \_\_\_\_\_, 2009 and shall remain in effect until December 31, 2018 unless amended or terminated per the terms and conditions contained in this AGREEMENT.

## **3.0 SERVICES**

Pursuant to the terms and conditions of this AGREEMENT, LA SAFE shall provide San Bernardino County with traveler information services via the SoCal 511 program. SoCal 511 shall provide voice and web-based information regarding traffic, transit, commuter services and other related traveler information to residents and travelers. SoCal 511 shall be developed and operated pursuant to the terms and conditions of LA SAFE Contract No. 06SAFE035 ("Contract"). The information services that will be provided by SoCal 511 are identified herein in Exhibit A – LA SAFE Contract No. 06SAFE035. A detailed list of specific services to be provided by SoCal 511 is provided in Appendix B: Services Matrix, which is contained in Exhibit A.

Should SANBAG desire to obtain any additional services beyond those identified in the Contract or if there is a need to modify the delivery of the services or information specifically for SANBAG, then SANBAG shall give notice to LA SAFE to open discussions for possible change orders to the Contract. Any agreement between the parties for new or modified SoCal 511 services shall be set forth in writing by both parties and incorporated as an amendment to this AGREEMENT prior to formally modifying the Contract.

## **4.0 LA SAFE RESPONSIBILITIES**

LA SAFE will be responsible for the overall development, deployment, operation, maintenance, administration, management, planning and funding of the SoCal 511 program and system. Specific responsibilities shall include but are not limited to:

- a. Program management and administration;
- b. Program systems management;
- c. Program operations and maintenance;
- d. Contract administration and management;
- e. Program and systems development and enhancements;
- f. Strategic planning and implementation;
- g. Funding;
- h. Intra-regional systems interoperability;
- i. Program communications coordination;
- j. Regional marketing;
- k. Regional coordination; and
- l. Statewide and national coordination

## **5.0 SANBAG RESPONSIBILITIES**

SANBAG is responsible for coordinating, managing and representing San Bernardino County in the development, deployment, operation and management of the SoCal 511 program that specifically relates to San Bernardino County, its area of responsibility. Specifically, SANBAG is responsible for:

- a. Coordinating with San Bernardino County agencies, municipalities, and interested parties in the development and use of SoCal 511;
- b. SANBAG approved marketing, outreach and communications efforts within San Bernardino County in support of SoCal 511;
- c. Facilitating the discussion of SoCal 511 for and within San Bernardino County;
- d. Identify and describe to LA SAFE any SANBAG desired enhancements to SoCal 511; and
- e. Support and participate in the overall development, operation and management of SoCal 511 for San Bernardino County; and
- f. Funding for enhancement specific to San Bernardino County and/or other costs agreed upon in advance by both agencies and amended into this AGREEMENT.

## **6.0 JOINT RESPONSIBILITIES**

LA SAFE and SANBAG agree to collective and cooperative efforts in support of SoCal 511. Such efforts include but are not limited to:

- a. Promoting and improving traveler mobility throughout the regions thru the use of SoCal 511;
- b. Collaborating on joint funding opportunities; and
- c. Coordinating regional SoCal 511 marketing and outreach activities.

## **7.0 KEY PERSONNEL**

For purposes of this AGREEMENT the key personnel or Program Managers for both parties are identified as follows:

LA SAFE  
Ken Coleman  
Motorist Services Program Manager  
One Gateway Plaza, MS 99-11-3  
Los Angeles, CA 90012  
Phone: (213) 922-2951  
Email: [colemank@metro.net](mailto:colemank@metro.net)

SANBAG  
Michelle Kirkhoff  
Director of Air Quality/Mobility Programs  
San Bernardino Associated Governments  
1170 W. 3<sup>rd</sup> ST., 2<sup>nd</sup> Floor  
San Bernardino, CA 92410  
Phone: (909) 884-8276  
Email: [mkirkhoff@sanbag.ca.gov](mailto:mkirkhoff@sanbag.ca.gov)

## **8.0 FUNDING**

LA SAFE assumes primary responsibility for the funding of the development of SoCal 511. All



costs associated with the development and deployment of SoCal 511, as defined in Contract No. 06SAFE035, shall be fully borne by LA SAFE. Any funding to be provided by SANBAG in support of SoCal 511 shall be limited to actions that are directly related to the operation, enhancement or expansion of SoCal 511 for San Bernardino County. Funding by SANBAG of any SoCal 511 services shall be amended into this AGREEMENT before SANBAG incurs any costs associated with SoCal511. Such amendments shall specifically identify the types of costs to be incurred and paid by SANBAG, services to be received related to those costs, and the specific methodology for assigning such costs to SANBAG. Use of any SANBAG funds in support of SoCal 511 shall be restricted pursuant to the adopted amendments, and shall be subject to the audit provisions of this AGREEMENT.

#### **9.0 PAYMENT**

LA SAFE shall submit quarterly invoices in arrears for any services for which SANBAG agreed to provide funding support. All quarterly invoices shall be provided with sufficient documentation to allow SANBAG to verify that such costs have been assigned to SANBAG in keeping with the specific cost-assignment methodology or methodologies set forth in any amendments to this AGREEMENT. Payment terms shall be as delineated in the adopted amendment.

#### **10.0 TERMINATION**

Either party hereunder may terminate this AGREEMENT within 90 days of written notice. In the event SANBAG gives notice to terminate this Agreement, SANBAG shall remain liable for any outstanding costs incurred by LA SAFE in providing services to SANBAG under the terms and conditions of this Agreement. Both parties agree to jointly develop a termination plan that addresses all relevant issues.

#### **11.0 INDEMNIFICATION**

Neither LA SAFE nor any of its directors, officers, agents, or employees shall be responsible for any damage or liability occurring solely by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority, or jurisdiction performed by SANBAG under this AGREEMENT. Pursuant to Government Code Section 895.4, SANBAG shall fully indemnify and hold LA SAFE harmless from any liability imposed for injury (as defined by Government Code 819.8) occurring solely by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority, or jurisdiction performed by SANBAG under this AGREEMENT and for which SANBAG would otherwise be liable.

Neither SANBAG nor any of its directors, officers, agents, or employees shall be responsible for any damage or liability occurring solely by reason of anything done or omitted to be done by LA SAFE under or in connection with any work, authority, or jurisdiction performed by LA SAFE under this AGREEMENT. Pursuant to Government Code Section 895.4, LA SAFE shall fully indemnify and hold SANBAG harmless from any liability imposed for injury (as defined by Government Code 810.8) occurring solely by reason of anything done or omitted to be done by LA SAFE under or in connection with any work, authority, or jurisdiction performed by LA SAFE under this AGREEMENT and for which LA SAFE would otherwise be liable.

Nothing in this AGREEMENT shall be construed to create any duty towards, or any rights in, any third party that is not a party to this AGREEMENT; and neither this AGREEMENT nor any of the

provisions hereof shall create or enlarge any obligation of either party imposed by law, as the same may now be imposed or limited or may be imposed or limited hereafter.

#### **12.0 AMENDMENTS**

This AGREEMENT may only be amended by mutual written consent of the parties hereto. This AGREEMENT shall not be amended or modified by oral agreements or understandings between the parties or by any acts or conduct of the parties.

#### **13.0 AUDIT**

Subject to the limitation of this AGREEMENT and the services provided herein, SANBAG shall have the right to examine and audit the specific SoCal 511 services provided to SANBAG by LA SAFE. Any examination and audit shall be confined to those matters connected with SoCal 511 services provided on behalf of SANBAG for which SANBAG has provided financial compensation, funding and/or other in-kind contributions which have been recognized and accepted in advance through a written amendment by LA SAFE.

#### **14.0 ENTIRE AGREEMENT**

This AGREEMENT and any attachments or documents incorporated herein by inclusion or reference constitutes the complete and entire agreement between LA SAFE and SANBAG and supersedes any prior representations, understandings, communications, commitments, permits, agreements, or proposals, whether in oral or written form.

#### **15.0 MISCELLANEOUS**

This AGREEMENT shall be governed by California Law. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

#### **16.0 DISPUTES**

The parties hereby agree that should a dispute arise regarding the provision of any service described herein or with regard to any term or condition of this Agreement, the parties will in good faith, utilize an alternative dispute resolution process (ADR) such as mediation or arbitration, to try and resolve the dispute prior to the filing of any legal action in a court of competent jurisdiction.

#### **17.0 SUCCESSORS AND ASSIGNS**

The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

#### **18.0 ASSIGNMENT**

Neither party shall assign this Agreement or any of such party's interest, rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

#### **19.0 COUNTERPARTS**

This Agreement may be executed simultaneously or in any number of counterparts, each of which

shall be deemed an original, but all of which together shall constitute one and the same instrument.

**20.0 TIME OF ESSENCE**

Time is of the essence with respect to all of the terms, conditions and obligations set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY  
SERVICE AUTHORITY  
FOR FREEWAY EMERGENCIES

SAN BERNARDINO ASSOCIATED  
GOVERNMENTS

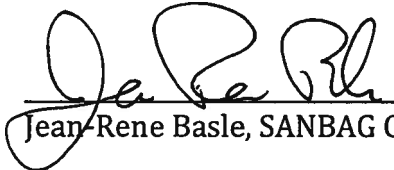
\_\_\_\_\_  
ARTHUR T. LEAHY  
EXECUTIVE OFFICER

\_\_\_\_\_  
DEBORAH ROBINSON BARMACK  
EXECUTIVE DIRECTOR

Approved as to Form:  
RAYMOND J. FORTNER, JR  
Office of the County Counsel

Approved as to Form:

\_\_\_\_\_  
Deputy Counsel

  
Jean-Rene Basle, SANBAG Counsel

## Appendix B: Services Matrix

The following is a list of services/functions that LA SAFE has contracted to provide via Contract No. 06SAFE035 in support of SoCal 511. The services/functions provided via the Contract may be modified during the course of the contract; as such, the terms of the Contract shall hold precedence in any dispute between the Services Matrix listing and the Contract.

### Baseline Implementation

- Real-time freeway traffic congestion (IVR and web)
- Real-time freeway incidents (IVR and web)
- Real-time freeway traffic speeds (IVR and web)
- Real-time freeway travel times (IVR and web)
- Real-time road conditions (IVR and web)
- Road closures (IVR and web)
- Streaming video, snippets, and/or still video images from highway cameras (web only)
- Toll road information (web only)
- Floodgate message alerts (IVR and web)
- General transit information (IVR and web)
- Automated transit trip planning (web only)
- Metrolink information (IVR and web)
- Amtrak information (IVR and web)
- Disabled transportation services information (IVR and web)
- Senior transportation services information (IVR and web)
- Rideshare information (IVR and web)
- Bicycle information (IVR and web)
- Park-and-ride lot information (IVR and web)
- Public Service Announcements (web only)
- Call center (live agent) support (IVR only)
- IVR transfers to external call centers (IVR only)

The following services, subject to data availability/reliability, cost, and development issues, may be provided as part of baseline implementation:

- Changeable message sign information (web only)
- Driving directions (web only)
- Real-time weather (web only)
- County-specific homepage with county-designated traveler information (web only)

Subject to an amendment to the MOU and agreement to fund, the following services may be provided to individual counties as part of baseline implementation:

- Automated transit trip planning (IVR only)
- Real-time transit vehicle status (IVR and web)

The following services, subject to data availability/reliability, cost, and development issues, are scheduled to be provided as part of the near-term enhancement (NTE) implementation:

- Real-time weather (IVR only)
- Airport information (IVR and web)
- General emergency information (IVR and web)
- Taxi/shuttle information (IVR and web)
- Special event information (IVR and web)
- Tourist information (IVR and web)
- Personalized information (IVR and web)
- Short message service (text messaging)

### Data

Services and functions of SoCal 511 are reliant upon data provided by external agencies including, but not limited to, the California Highway Patrol, Caltrans Districts 7, 8, and 10, and the Los Angeles County Metropolitan Transportation Authority. Selected data may be county specific and provided directly from a contributing agency or from an agency-approved intermediate source.

# **INLAND EMPIRE 511 MOTORIST ASSISTANCE**

## **Feasibility & Planning White Paper**

**April 2009**

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## **INLAND EMPIRE 511 MOTORIST ASSISTANCE Feasibility and Planning White Paper**

The purpose of this Paper is to provide an alternative to the current traveler information systems which exist in the Inland Empire, as well as an alternative to participating in the Los Angeles County Service Authority for Freeway Emergencies (LA SAFE) 511 system that as of now will provide 511 services for Los Angeles, Orange and Ventura Counties (this combined program is referred to as LA511). The Paper will explore existing conditions, current technology, an outline of an Inland Empire only 511 system (IE511) as well as estimated one-time capital costs and ongoing operations and maintenance costs.

### **1.0 Existing Conditions**

#### **1.1 Regionwide Telephone Service**

##### **Services:**

Today, motorist assistance information in the Inland Empire is handled through a variety of mechanisms:

1-800-COMMUTE—is a centralized number funded and controlled by Caltrans and operated by the Los Angeles County Metropolitan Transportation Authority (Metro). It provides information through an Interactive Voice Recognition (IVR) system for the following:

- Public transportation: transfers callers out to local transit agencies and Metrolink regional rail service
- Freeways and state highways: Caltrans road conditions and construction information
- Rideshare and Park and Ride lots: transfers callers out to regional rideshare agencies
- Metrolink: transfers callers out to Metrolink IVR
- Bicycle information: refers callers to [www.bikemetro.com](http://www.bikemetro.com) or [www.bicyclela.org](http://www.bicyclela.org) websites. Also refers callers for bike map and other bicycle commuting options.

The web referral for real-time traffic callers is [www.commutesmart.info](http://www.commutesmart.info) and for regional travelers, the Caltrans website ([www.dot.ca.gov/caltrans511](http://www.dot.ca.gov/caltrans511)).

##### **Use:**

At the beginning of Fiscal Year (FY) 2003-2004, the system fielded 2.6 million annual calls projected to cost \$260,000 per year to acquire the calls (MCI ECR) and \$420,000 for toll free number charges or an average of 16.2 cents per call. Planned system costs were \$620,000 per year. Since FY 2003-2004, Caltrans has reported that 1-800-COMMUTE IVR costs have decreased to under \$300,000 due to changes in telephone vendors and technological improvements/efficiencies. However, this change has also

resulted in lack of data as to the call breakout per agency, so the 2003-2004 FY is the last period of any data broken out by county or by agency.

Anecdotally, at this point in time Inland Empire calls comprise approximately 6,000 calls per month or 72,000 calls per year using this number.

## **1.2     Regionwide Web Service**

### **Services:**

Commutesmart.info is a portal website, offering commuters motorist assistance services derived from a variety of partner providers:

- Real-time traffic: Through the Los Angeles Department of Public Works CommuteView project, traffic data is derived from Caltrans District 7 and District 8 event data, Caltrans District 8 cameras, CHP incident reports, and historical PEMS data. Current map is static and offers pan features.
- Trip Planning: Socaltransport.org—a project of Metro’s trip planner that contains Southern California transit information
- Ridematching: www.RideMatch.info operated by RCTC using RidePro, a product of Trapeze software
- Park and Ride information: provided by RCTC and SANBAG using Google Maps and Google Earth

### **Use:**

Commutesmart.info was launched in January 2005 with support from a marketing campaign - primarily radio, funded by the Mobile Source Air Pollution Review Committee (MSRC). Total unique visitors in the launch year numbered 221,018 with 553,130 hits. The average for daily visitors was 563. MSRC-funded radio in January 2005 increased traffic as much as 400% over the average during the launch and as much as 200% to 300% during special campaigns. This increase was especially high during the Rideshare Week campaigns/promotions which occur in September/October of each year.

There has been no regionwide advertising support of the website since 2005. Today, traffic averages 405 visitors per day with 11,326 in January 2009. The strongest driver of website visits appears to be gas prices. During the severe gas price increases of 2008, website visits increased as much as 200%.

## **1.3     Inland Empire Services**

There are two 1-800-COMMUTE services that are customized by region: public transportation and rideshare and Park and Ride Lot information. Within the Inland Empire, public transportation calls are referred directly to the following transit agencies through 1-800-COMMUTE (note call data is from FY 2003-2004):



Riverside County:

- Riverside Transit Agency (600 calls/month)
- SunLine Transit Agency (25 calls/month)
- Riverside Special Services: senior and disabled
- Banning Municipal
- Beaumont Dial-A-Ride
- Corona Dial-a-Ride
- Palo Verde Transit Agency

San Bernardino County:

- Omnitrans (1,018 calls/month)
- Victor Valley Transit Agency (VVTA) (43 calls/month)
- Mountain Area Regional Transit Authority (MARTA)
- Barstow Area Transit (BAT)
- Morongo Basin Transit Authority (MBTA)
- Greater Needles Area Transit (NAT)

Several of the transit agencies above also provide call center services:

Riverside Transit Agency:

Number of Stops: 3,800

Call Center Volume: 30,000/month

Hours of Operation: 6 a.m.— 8 p.m. weekdays, 6 a.m.—8 p.m. weekends

Trip Planning System: Transtar

Google Transit: Validating for launch this summer

Major referrals to: Omnitrans, OCTA, Corona Cruiser, Pass Transit, North County Transit District, Metrolink.

Omnitrans:

Number of Stops: 2,700

Call Center Volume: 12,000—16,000 per month

Hours of Operation: 7 a.m.—6 p.m. weekdays, 8 a.m.—5 p.m. weekends

Trip Planning System: MTA Trip Planner

Google Transit: Yes

Major referrals to: RTA, Foothill Transit, Metro, Metrolink

SunLine:

Number of Stops: 524

Call Center Volume: 3,000/month

Hours of Operation: 8 a.m.—5 p.m. weekdays

Trip Planning System: MTA (Socaltransport.org) Trip Planner

Google Transit: No

Major referrals to: RTA, Pass Transit, Omnitrans, MBTA, Greyhound, MTA and OCTA

**Victor Valley Transit Authority (VVTA):**

Number of Stops: 735

Call Center Volume: 5,440/month

Hours of Operation: 5:30 a.m.-10:00 p.m. weekdays; Saturday 5:30 a.m.-8:00 p.m.

Trip Planning System: no referral on website

Google Transit: No

Major referrals to: Omnitrans, Metrolink, Barstow Area Transit, RTA

General public rideshare and Park and Ride Lot telephone information is handled through 1-866-RIDESHARE, a joint service of RCTC and SANBAG operated by RCTC, as well as calls from 1-800-COMMUTE. The call center handles approximately 500 calls per month. A major function of the center is to handle regionwide ridematching services. Approximately 114,000 ridematches are made annually: 110,000 through employers, 3,000 through [www.commutesmart.info](http://www.commutesmart.info), and 800, as a result of commuter telephone calls forwarded from 1-866-RIDESHARE and 1-800-COMMUTE.

## **2.0 Motorist Assistance Telephone System**

The Baseline System for a motorist assistance telephone system consists of a 511 telephone system serving customers dialing from all land lines and all calls generated and caught by all cell towers within the county boundaries of the Inland Empire plus a website. Within this system, there are services for a traffic IVR, a transit IVR which routes callers to transit provider operated call centers, and rideshare information routes callers to a RCTC/SANBAG operated call center.

### **2.1 Telephone Call Switching**

Telephone systems use a network of Central Offices (CO) to interconnect telephone lines. There are approximately 44 COs in the Inland Empire, including both AT&T and Verizon. Switching equipment performs the function of establishing and releasing connections on a per-call basis between stations, telecommunication services, or communications systems. The AT&T costs of implementing 511 include a one-time charge of \$750 per switch to do the programming to route calls based on their origin and planned destination. Verizon does not have a switching fee for implementing 511.

<b><u>Location</u></b>	<b><u>Number of AT&amp;T Switches</u></b>
Riverside County	6
San Bernardino County	6 (incl. Baker, Mtn. Pass)
San Diego and Fringes	6 (incl. Fallbrook, Camp Pendleton, Pauma Valley, Shoshone, Inyo)
Estimated Total IE Switches	18 @ \$750 = \$13,500

AT&T uses Routing Telephone Numbers (RTN) to identify the Central Office which serves the caller, and route the call to the call center designated as the recipient of 511 calls for the Central Offices in the defined 511 Service Area. Only one RTN can be associated with any given Central Office. If a Customer (such as IE511) utilizes more than one 511 RTN, it must designate the specific stand-alone Central Offices to be served by each RTN.

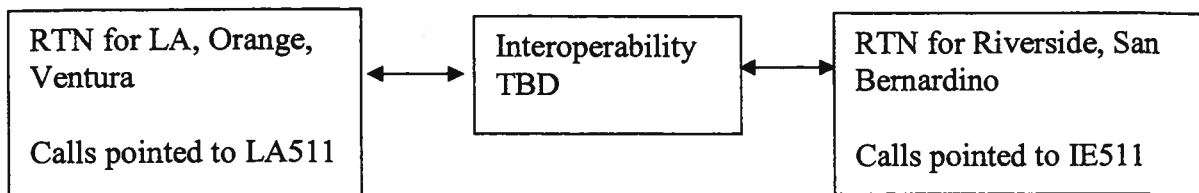
Whether there is one or two geographically defined 511 sub-areas, the ability to have two designated 511 Central Offices does not resolve concerns with cell phone bleed-over. This is, and will remain, a technical issue related to caller location relative to cell tower location and strength/direction of the signal.

**ISSUE:** Agreements and protocols will need to be developed with LA SAFE and other neighboring States/Counties, to address bleed-over calls that are directed to the wrong system.

*Interoperability* in the 511 context refers to the ability to hand off 511 calls between neighboring systems. In many cases this means passing calls from one state's 511 system to the neighboring state's 511 system. Locally, this would refer to the ability to coordinate LA511 with San Diego, for example. In the case of the Inland Empire, this would mean interoperability with Nevada and Arizona systems as well. Furthermore, if LA and the Inland Empire are separate systems, interoperability needs to be addressed, along with neighboring States (Nevada and Arizona) as well as counties (Kern and San Diego).

**ISSUE:** For the near term, interoperability with LA and Orange counties would be addressed by establishing telephone transfer protocols. If the IE system transfers to the LA system, call charges would be retained by IE. If negotiations with LA result in them providing IE with a back door number to support the transferred calls, LA would then assume the line charges for that portion of the call.

Interoperability with bordering States can be addressed in later phases. There may be future options to co-habit data or share systems so that call transfers will be minimal or unnecessary at a later date.



Firms which provide traffic data, most often purchase a certain number of minutes per month. The rates decrease only marginally as the number of minutes purchased increases. We currently estimate that IE511 would likely consume 40,000 to 200,000 minutes per month (see Call Volumes below), at an estimated rate of up to 6 cents per minute. Lower usage could cost up to 10 cents per minute initially.

16,000 calls/month x 2.5 minutes = 40,000 minutes @ 10 cents = \$4,000  
 81,000 calls/month x 2.5 minutes = 202,500 minutes @ 6 cents = \$12,150

## 2.2 Call Centers and Live Operator Support

The call center currently available through firms that provide traffic data, only house equipment to support the IVR and databases. There typically is no live operator support function associated with these types of call centers. Transit calls will all be routed to the respective transit agencies or if the transit agency prefers, the caller will hear a recording about service (as done currently with some transit agencies on 1-800-COMMUTE). Rideshare calls will all be routed to the regional rideshare services contractor for the Inland Empire, which is the Inland Empire Commuter Services or IECS. Questions will be responded to by a live operator Monday through Friday excluding holidays from 7 am to 6 pm. After hours, the caller can leave a message and an operator will respond the next business day.

Currently, neither the Metropolitan Transportation Commission (MTC) nor San Diego (the two other robust 511 systems in California) offer live operator support. The LA511 program is designed to offer live operator support; however, the level of support has yet to be determined. The issues surrounding having a live operator is what exactly is the role of an operator and when can a caller opt to talk to an operator? Shall the live operator transfer the caller to their final destination, or provide the actual information the caller is seeking, or give the caller instructions on how to use the IVR and then put them back into the IVR? If live operator support is deemed valuable, it should be available 24/7 to mirror the hours of the IVR availability. As a result, the costs associated with this support could be substantial.

**ISSUE:** It is recommended that with the initial launch of IE511 a live operator option not be available. Based on experience with the IVR and customer feedback, this option can be reconsidered at a later point in time.

Although live operator support is not recommended for an initial IE511 system, the costs for this option have been explored and assumptions have been included in the final table of costs (see Section 6.0).

## 2.3 IVR Development

Since baseline IVR systems are already established for much of the Los Angeles Region, a modification would be needed to fine tune the IVRs to address IE needs. The work could begin in short order, and take six to eight weeks to develop and implement, and would cost between \$250,000 and \$270,000. Costs include working with telcos on switching and testing, as well as IVR programming and tuning.

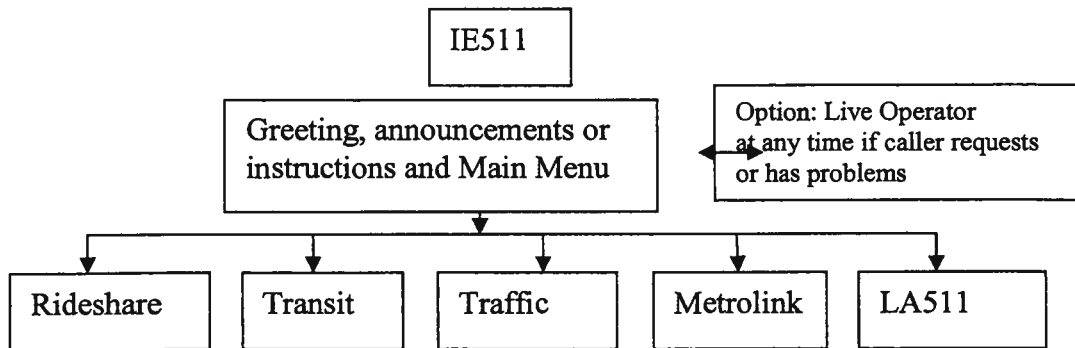
<u>Activities</u>	<u>Cost Assumptions</u>
IVR Set-up and Programming:	\$200,000 including contingencies
Additional fine-tuning/grammar	\$30,000 to \$50,000

Reporting tools  
VOXEO

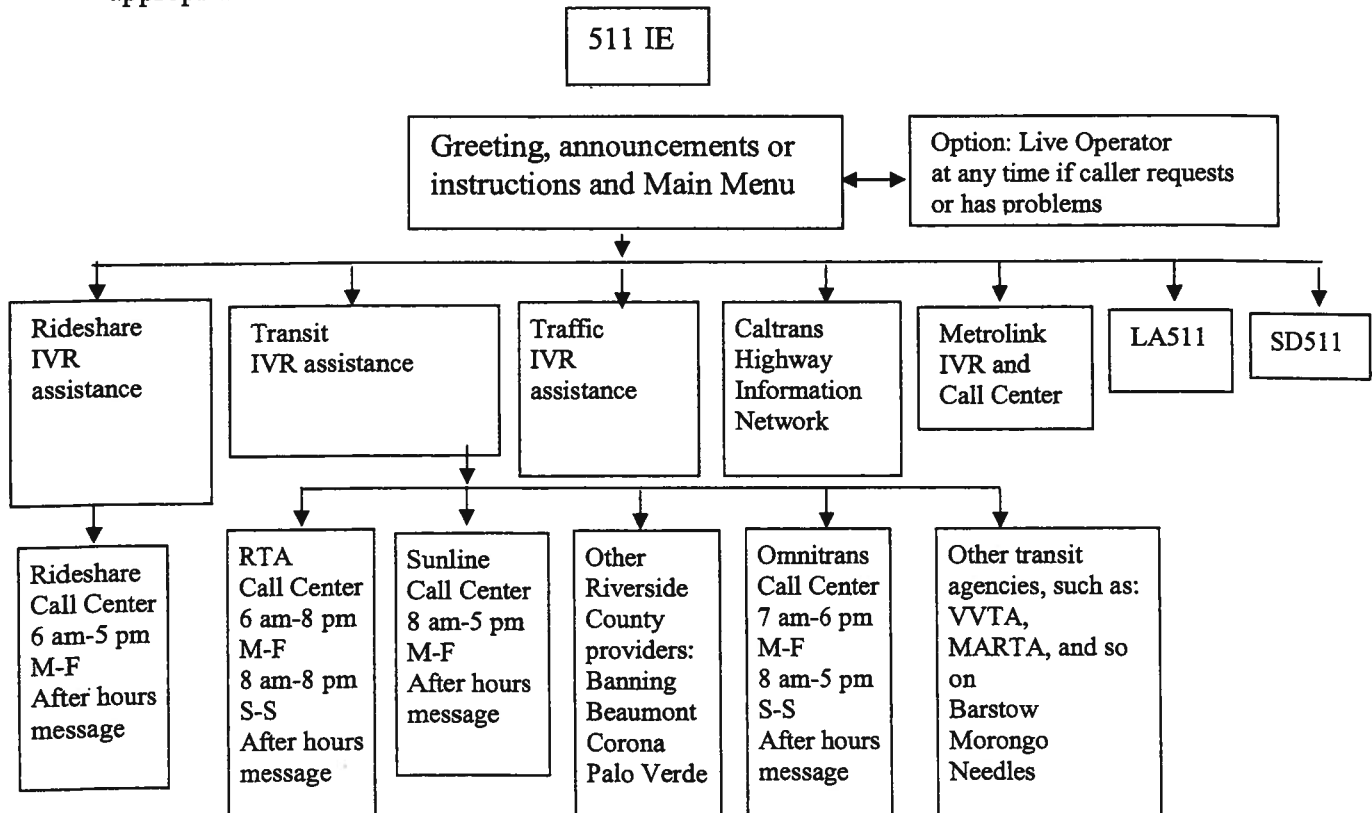
\$20,000  
\$2,500/month

### 2.3.1 Baseline System

The following design would offer the same or better level of service as 1-800-COMMUTE plus real-time traffic. While top-level menu options are charted, it is important to note that barge-in capabilities somewhat negate the need for a specified sequential flow. Each box is a direction or destination that can be reached from any direction or starting point. Note that placement of options within a menu may change – this is a work in progress.



Once the initial call routing has taken place through the IVR, calls will be delivered to the appropriate IVRs and Centers as shown below.



### **2.3.2 Priority Enhancements**

The benefits of the Priority Enhancements are to standardize the system regionally, to offer a uniform quality of service, and to improve customer service. They include:

#### **Traffic**

- Spanish language services

#### **Transit**

- Uniform call center hours
- Planning multi-modal trips
- Planning trips that include services from connecting agencies
- Implementing Google Transit at all IE transit providers

### **2.3.3 Ongoing Enhancements:**

Later phase enhancements would include after hours IVR for all transit services and overflow IVR for all transit agencies using Google Transit.

## **3.0 Website**

The Baseline System consists of a website that provides the same basic services as the existing [www.commutessmart.info](http://www.commutessmart.info) website but with greater reliability and quality, including:

- Real-time traffic
- Transit and trip planning
- Transit information
- Rideshare counseling
- Ridematching services

In addition to the above, the IE5111 website will also enhance the above with the following:

- Comprehensive regionwide traffic everywhere Caltrans data exists, using a Google Map interface
- Multimodal trip planning using Google Transit for any Southern California transit agencies which have data on Google Transit
- Rideshare benefits calculators for employers and individuals

It should be noted that the website services delivered by an IE511 will have this functionality at startup:

- Ability to control the quality and reliable traffic information
- Compliance with Section 508 ADA requirements for Trip Planning
- Fully integrated rideshare services

### 3.1 Real-time Traffic

Real-time traffic will use data fed from Caltrans District 8, 7 and 12, as well as District 8 event data, Caltrans District 8 cameras, regional CHP incident reports, and historical PEMs data. This data arrives in variable and inconsistent formats and consulting firms have developed tools for its standardization and translation for a map-based product.

This data will be translated and applied to a Google Map interface with pan and zoom features. Traffic data will appear on the map as red, yellow, or green congestion lines for areas where data exists. Area for which there is no data will be shown in gray. The consultant would be required to translate its data stream for the new Google Map interface, create a palette of line thickness for the variable zooms on the map, export existing traffic data as XML files and compose it with the map data. The refresh rate for both the data and the map is yet to be determined but is generally ten minutes.

Other traffic data will include:

- Travel times by direction traveled in minutes and miles per hour
- Changeable Message Signs (CMS)
- Incident reports
- Event reports
- Closed Circuit TV (CCTV)
- Streaming CCTV

The initial cost for the use of the real-time traffic functionality (including intellectual property), the translation and standardization of the data feeds and its application to a Google Map interface is approximately \$90,000. The timeline to provide the IE511 feed is 45 days.

In addition, there are costs for ongoing maintenance. From time to time the generators of the raw data change their formats and data types and the translation software requires updates to handle new and inconsistent input. None of the reporting agencies, including CHP and Caltrans, give subscribers any notice of these changes. To ensure map and real-time traffic functionality, operations and maintenance must be performed as an on-call service with speedy resolution.

As the IE511 product will be a new interface with custom aspects, fine-tuning in the initial phases is estimated at \$5,000 to \$10,000 per month for the first six months, or \$30,000 to \$60,000 total. Ongoing operations and maintenance (O & M) fees are estimated at \$4,000 to \$5,000 per month after the initial period.

One-Time Capital Cost	Capital Months 1-6 Low	Capital Months 1-6 High	O & M Ongoing Low	O & M Ongoing High
\$90,000	\$30,000	\$60,000	\$4,000	\$5,000

### **3.2 Transit Information and Transit Trip Planning**

Currently, Omnitrans and RTA will have deployed a Google Transit capability at start up. Sunline and VVTA are both working on a Google interface, and other IE transit agencies are open to such an interface. Within the Southern California region, OCTA and Metrolink will be Google Transit participants at start up as well.

Google Transit will be the default trip planner for the IE511 website. Near term enhancements should include the geocoding and development of Google Transit services for SunLine as well as potential other transit agencies. Until Metro transit trips are part of Google Transit, in the meantime, Metro trips will be referred to the Metro website.

All transit providers within the region, including municipal transit agencies, will be listed with links, as with special transit providers.

### **3.3 Rideshare Information and Ridematching**

Rideshare information will include the following subject areas:

- General rideshare information
  - Carpool information
  - Vanpool information
- Online ridematching
- Commuter clubs
  - Application forms
  - Commuter club promotions
- Rideshare cost savings calculator for commuters
- Toll roads
- Park N Ride lots
- Carpool lane maps and information
- Employer programs
  - Application forms
  - Rideshare benefits calculator

While [www.commutesmart.info](http://www.commutesmart.info) is generally the model for the presentation of the above information, many of the features will be enhanced including:

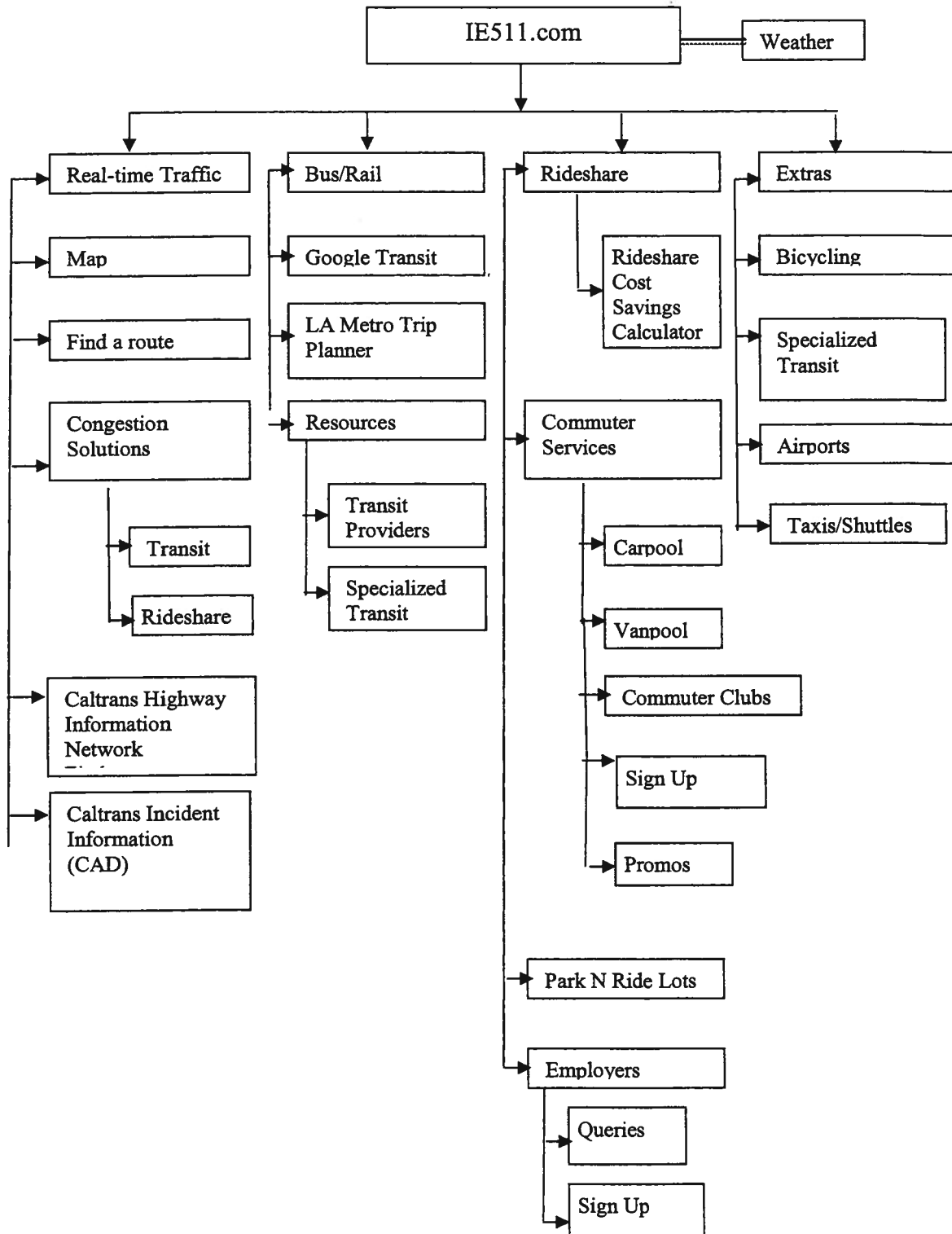
- Commuters who rideshare will be able to sign up for rideshare clubs and participate in promotions
- Employers will be able to submit online queries and applications
- The commute cost calculator will be expanded to demonstrate rideshare cost savings

Ridematching services will continue to be provided through [www.Ridematch.info](http://www.Ridematch.info), a joint project of the regional rideshare agencies.



### 3.4 Baseline System

The following diagram describes the website services at activation.



The costs to develop this basic website, including design development, content development, photography, interactive features, coordination of all data interfaces from others, engineering, server set up and configuration, testing, and final delivery will range from \$30,000 to \$40,000. The timeline for this work is 90 days.

### **3.5 Priority Enhancements**

Priority enhancements should begin with the inclusion of floodgates, a system of warnings for major incidents that can be displayed immediately on the home page. There is a possibility that this function can be added in the near term, perhaps even at start up for the costs already detailed in this study.

The next priority should focus on improvements to transit trip planning, particularly the inclusion of regional transit agencies in Google Transit. SunLine has agreed to be a testbed for geocoding, followed by priority municipal agencies such as Corona Cruiser, Pass Transit, and followed by other IE agencies as prioritized by the partners. Partners should investigate a project using geocoding via Google Earth for feasibility.

### **3.6 Ongoing Enhancements**

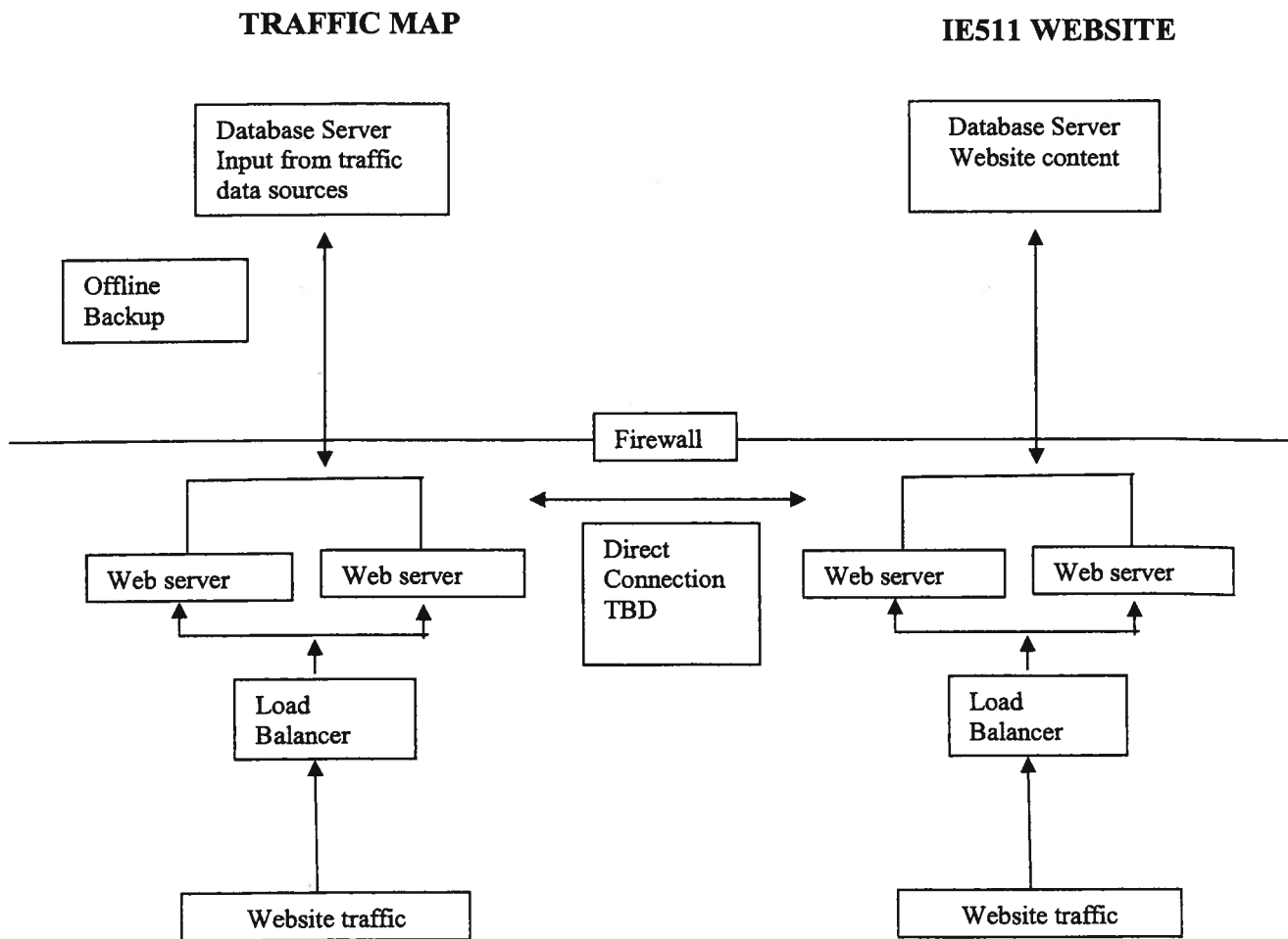
Completing the geocoding of municipal services is important to offering transit as a regionwide alternative to driving alone. Other ongoing enhancements might include the development of a social networking site for just-in-time ridesharing. Studies show that ridesharers prefer to “meet” their rideshare partners and social networking could provide an alternative to face-to-face meetings.

Finally, two enhancements that should be considered are the development of subscription based personal accounts that store routes, traffic map preferences, and transit information, and NextBus or NexTrip services for transit providers.

### 3.7 Hosting

The traffic data and map and the website will be hosted by the current RCTC vendor where RCTC has its existing managed dedicated hosting.

Two separate but parallel configurations will be used, one for the traffic data and map and the second for the website as shown below.



The costs to host both the traffic map and IE511 websites, include the following hardware and software:

Cisco ASA 5505 Firewall

- 100 Mbps
- 150 Mbps aggregate and 25,000 concurrent connections
- Fully managed, includes 24x7 monitoring, rule changes
- 1-hour hardware replacement guarantee

Four Dual Core Microsoft Web servers

Two Dual Core Microsoft Database Servers

One Dual Core Microsoft File Server

- OS 64-bit Microsoft Server 2003 standard edition
- Single dual core Opteron 1212
- 2 GB RAM
- 2 x 250 GB SATA drives
- RAID 1
- Standard Drive Partitioning: C:\-single partition
- 100 Mbps
- External Storage Connection: Private backup network connection
- Managed Backup: unmetered backups: weekly full, daily differential
- 1-hour hardware replacement guarantee and two hour commencement of data restore

Two Red Hill WebMux Load Balancers

- 100 Mbps
- Layer 4 load balancing
- Supports IP-based persistence
- Fully managed, includes 24x7 monitoring, device configuration and updates
- 1-hour hardware replacement guarantee

IP Address Allocation: 16 dedicated

Aggregate Bandwidth Allocation (Free Upgrade): 1000 GB

Monthly Fee based on an 18-month contract: \$4,000

The website will additionally require maintenance and updates. These costs, based on the ordinary maintenance, online newsletter, and online promos required by [www.commutessmart.info](http://www.commutessmart.info), are estimated at \$1,500 to 2,500 per month.

## 4.0 Volumes

### 4.1 Projected Call Volumes: 1-800-COMMUTE Experience

Anecdotally, Inland Empire 1-800-COMMUTE calls comprise a small portion of the 2.6 million annual calls, approximately 6,000 per month or 72,000 or 3% per year.

Of those, approximately 1,650 are routed to the major transit agencies: RTA, Omnitrans, VVTA and SunLine. Of the balance, some are rideshare calls.

Research has shown that the factors below have increased demand for transportation information:

- introduction of additional IVR services,
- advertising, and
- rising gasoline prices.

The new availability of real-time traffic information by telephone would likely increase calls over 1-800-COMMUTE for the new IE511 service. Using the initial launch of [www.commutesmart.info](http://www.commutesmart.info) as a benchmark, real-time traffic information was the third most popular category of information after the home page and the sponsoring agencies and comprised approximately 19% of site use among the top ten pages, excluding the home page. Today, real-time traffic remains a compelling destination, comprising approximately 8% of website traffic, second only to trip planning at 14%.

Advertising has also been shown to drive behavior. The MSRC's regionwide Pick-A-Day campaign led to website volumes of four times the year's average on launch and settled out to double the average for special outreach periods. Finally, Southern California's annual spring and summer increases to gasoline prices also drive behavior, doubling website traffic.

All three factors will be present at start up of any IE 511 system during the summer of 2009, though it is unlikely that they will compound each other arithmetically. By the time Southern CA launches its 511 services and advertising campaigns, the impact of gas prices will be a known factor and in the current economic climate, may not be such a significant driver of changing behavior as during summer 2008. It is also reasonable to assume that the federal government may act to curb the impact of high prices on an already reeling economy.

Factor	Impact	Potential Monthly Call Volume at Start Up
Baseline call volumes 1-800-COMMUTE		6,000
Availability of real-time traffic	+20%	7,200
High gas prices	+100%	14,400
Extensive advertising	+100%	28,800

Currently the draft LA SAFE 511 Marketing Plan has a target of \$2 million for 511 marketing with \$100,000 (MSRC funds) going to creative development, baseline research, and media planning, and the balance of \$1 million of its own money plus \$900,000 of MSRC monies to media buys focusing on radio, outdoor (including transit posters), and internet. The majority of the buys will focus on the Los Angeles area with 24% allocated to the IE region based on population. Based on this draft plan, it is assumed that \$240,000 of MSRC grant monies would be spent in the LA SAFE 511 outreach to the IE region.

LA SAFE's current draft outdoor purchases and internet purchases will have only a nominal impact on call volumes for an IE511 service, serving primarily to create top of mind awareness. Outdoor media buys will be primarily in the Los Angeles area and LA SAFE will capture those calls. Internet advertising purchases will target website traffic to the LA SAFE website and only work to create top of mind awareness of telephone services. Of the total projected budget, LA SAFE has allocated 56% to radio. Assuming a final budget of \$1.6 million after subtraction of development and research costs and proportional removal of the inland portion of MSRC monies, this would leave a radio buy of approximately \$930,000.

The Southern California radio market spills over significantly from region to region; as a result, each dollar spent by LA SAFE on radio will drive IE511 calls as well. Assuming that LA SAFE will launch with its most intense campaign media buy of at least one 12-week cycle and follow up with at least two to three six to eight-week pulses during the first year of service, it is reasonable to assume six months of high call volumes, followed by a significant drop off between pulses. During the first year, only the launch period and late spring and early summer of 2010 will coincide with high gas prices. As a result the following 12-month maximum call volume projection is an upper end prediction for an IE511 system, assuming no independent advertising and a summer 2009 launch.

Month:	A	S	O	N	D	J	F	M	A	M	J	J
Baseline	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200	7,200
Gas prices	14,400									14,400	14,400	14,400
Advertising	28,800	14,400	14,400			14,400	14,400			28,800	28,800	
Monthly totals	28,800	14,400	14,400	7,200	7,200	14,400	14,400	7,200	7,200	28,800	28,800	14,400

Total Annual Calls: 187,200

#### 4.2 Projected Call Volumes: Other 511 Project Comparisons

In order to logic-check estimates and expectations of user traffic, data was examined for two other 511 programs in California: the multi-county MTC in the San Francisco Bay Area and San Diego. The MTC program is quite mature, having been in operation as 511 for seven years, and the San Diego program passed its two-year milestone in February 2009.

While every program is different, the data is useful in measuring how closely assumptions about Inland Empire user traffic conform to real world experience.

Several important differences should be noted. Neither one of these systems provides live operator support for assistance with the 511 IVR or traffic information. The only live operator support is at the call termination point, most commonly a transit operator. Marketing and public information levels and approaches will be different as well, which has an impact on how quickly people find out about the system and start using it.

The ratio of telephone calls to web site visits is 2.5 to 1 for MTC, and 2.0 to 1 for San Diego.

<b>Measure or Indicator</b>	<b>MTC</b>	<b>San Diego</b>	<b>IE 511</b>
Population	6.8 million	3 million	4.2 million
Telephone Calls Year 1	1.6 million (133,000/month)		
Telephone Calls Year 1 and 2 Combined		1.4 million	
Calls per month	133,000	58,000	81,060
Calls per month/population	.0196	.0193	.0193
Website Visits Year 1	644,000		
Website Visits Year 1 Plus Year 2		700,000	
Website visits per month	53,600	29,100	40,740
Website visits/month/population	.0079	.0097	.0097
10-Year Operating Budget	\$6,202,000 Traffic plus transit including new trip planner	Pending	TBD

#### **4.3 Conclusions Regarding Call Volumes**

It is reasonable to assume that the 1-800-COMMUTE experience represents the low end estimate for call volumes, given the anecdotal nature of the Caltrans supplied information and the extrapolation of increased telephone volumes from what is essentially a website model, i.e. [www.commutessmart.info](http://www.commutessmart.info). Averaged over a year, that experience predicts a monthly call volume of approximately 16,000 calls.

The nearly identical ratio of calls to over all population between MTC and San Diego is too striking to ignore; however, San Diego probably represents the best and most similar

of the two comparisons with its urban and suburban population distribution, the availability and nature of transit services, and the length of commute being the most similar to the Inland Empire. Using the San Diego ratio of calls to population, IE511 could expect 81,000 calls per month.

The Inland Empire situation will be unique in one important way as opposed to the San Diego experience; however, this will be one of the few, if not the only, example of two 511 systems which border each other in a heavily urban area. As a result, 81,000 Inland Empire commuters may call 511, but call volumes will depend on where they are when they call.

It is likely that long distance commuters, 25% to 30% of the Inland Empire workforce who travel daily to Los Angeles or Orange counties, will choose to call when they encounter unanticipated congestion. For example, the southbound Interstate 15 from the High Desert is congested, but as long as that congestion appears to be normal, commuters are habituated to it and understand its cause. Calling 511 for information is more likely to occur when a commuter does not already understand the reason for congestion. Accordingly, it is just as likely or more likely that these long distance commuters will call 511 after they have made the transition into the LA SAFE system for Los Angeles or Orange County. In light of this factor it is reasonable to assume that as many as 20% of the calls will be picked up by the LA SAFE system and that a call volume of 81,000 calls per month is a high estimate of total volume.

Of course, in the advent of an earthquake or catastrophic fire, volumes will be much higher.

#### **4.4 Internet Traffic**

Using the experience of [www.commutesmart.info](http://www.commutesmart.info) as a baseline, it is possible to predict the volume of use of an IE511 website.

As stated above, total unique visitors to [www.commutesmart.info](http://www.commutesmart.info) in the launch year numbered 221,018 with 553,130 hits. The average for daily visitors was 563. MSRC-funded radio in January 2005 increased traffic as much as 400% over the average during the launch and as much as 200% to 300% during special campaigns, particularly the Rideshare Week campaign/promotion which occurs in September/October of each year.

Presumably, the proliferation of real-time traffic websites in the subsequent years and [www.commutesmart.info](http://www.commutesmart.info) itself has reduced the demand created by novelty for a 511-type website service.

In January 2009, [www.commutesmart.info](http://www.commutesmart.info) traffic averages 405 visitors per day with 11,326 for the month. Only 14% of those visits are generated by Inland Empire users, or approximately 1,600 per month.



It is unlikely, however, that [www.commutessmart.info](http://www.commutessmart.info) provides a wholly accurate picture for several reasons, all of which have an underlying common factor—quality. An IE511 website promises improved service over the existing [www.comminutesmart.info](http://www.comminutesmart.info) website, in several areas:

- Google transit
- Metro's Trip Planner
- Multimodal trip planning that includes Metrolink
- Real-time traffic with travel times
- Accuracy in real-time traffic ratings
- Use of cameras and streaming video for traffic
- Fully integrated rideshare information

An additional concern is that Metro staff has conveyed that the Metro Trip Planner has been the subject of a lawsuit for non-compliance with ADA standards. Therefore, it is possible that as a participant in LA511, there may be ongoing issues with legal action should Metro's Trip Planner continue to fail to fully comply with ADA. The website could be continued to be changed and tailored so as to comply with any future settlements/actions. The IE511 website would utilize Google Transit (which is fully ADA compliant) and would provide a link to Metro's Trip Planners as a courtesy to commuters with bi-county trips to LA County.

Real-time traffic and transit trip planning constitute 23% of the demand for online 511 services. It is the hope that users will be drawn to quality and completeness of services offered through an IE511 site. As a result, it is likely that a marketing-supported level of use at launch will be sustained and grows slowly as long as it is periodically supported by top of mind awareness marketing.

While the [www.commutessmart.info](http://www.commutessmart.info) model suggests an initial level of 1,600 per month likely to increase to 6,400 during the launch period with marketing support, that estimate is probably low.

It is once more useful to use the San Diego example to predict use volumes. San Diego, a similarly urbanized area with similar commute patterns, experiences a ratio of .0097 website visits per person based on population. Based on that model, website volumes could be much higher than the [www.commutessmart.info](http://www.commutessmart.info) experience and reach more than 40,000 per month. These volumes, however, are easily accommodated using the server configuration proposed for IE511.

## **5.0 Marketing Plan**

The following marketing plan is based on a budget of \$240,000. This estimate has been derived by Metro which uses a split by population of funds currently available for marketing 511 services and based on the full \$1 million grant (this is not a guarantee and of course would be at the pleasure of the MSRC to allocate directly to the IE).

LA SAFE is correct in their current draft plan which evaluates radio, outdoor, and internet advertising as the primary drivers of 511 use. Upon launch, the Los Angeles based 511 service will undertake a significant radio campaign. Radio, listened to in the car, will tend to drive phone calls rather than internet use as only 26% of all cell phone users in the U.S. use their phone to access the internet, although that percentage is growing.

The logical course is to position IE511 to ride the spillover coat tails of Los Angeles-based radio advertising for the telephone service part of the project during the launch and let call switching deliver Inland Empire calls to the IE511 service. As a result, no radio is recommended for the IE511 service upon launch.

Focus group research has also revealed that the true target market for the service is commuters. Transit users tend to be plugged into existing resources for routing and scheduling. As a result launch advertising should instead rely on outdoor that are positioned to directly address commuters as the primarily initial audience. Billboards on all of the major freeways, particularly focusing on congested routes, will be the most successful. These should express messages that encourage users to go online prior to trips to make their choices.

The following are initial estimates for outdoor buys for four months from October 1, 2009 through January 31, 2010 with average prices. All boards will be east facing to capture morning commute traffic. Prices will vary with final location and length of rental and could decrease with negotiation of a block buy. For the same reason, no costs for imaging of vinyl have been included.

Examples of placements may include:

<b><u>San Bernardino County</u></b>	<b><u>Monthly</u></b>	<b><u>Four Months</u></b>
I-10 (Rialto to Ontario)	\$6,500	\$26,000
I-10/I215 IC	\$8,500	\$34,000
<b><u>Riverside County</u></b>	<b><u>Monthly</u></b>	<b><u>Four Months</u></b>
SR-60 (Mira Loma)	\$1,500	\$6,000
<u>SR-91</u>	<u>\$6,500</u>	<u>\$26,000</u>
<b>Total cost for billboards</b>	<b>\$23,000</b>	<b>\$92,000</b>

Following launch, periodic radio advertising scheduling one spot per hour during morning drive time five days per week is the best rotation to support the service. Of English language stations, the three formats with the least crossover are classic rock, country, and public radio. Within the top five stations, KOLA (ranked number one) and KFRG (tied for number 3) have the highest ratings in those format categories and KVCR is the Inland Empire's public radio station. Two eight week cycles, one after the holidays and the second in the summer to coincide with rising gas prices are recommended to support the project.

<b><u>Station</u></b>	<b><u>February—March</u></b>	<b><u>July—August</u></b>	<b><u>Total</u></b>
KVCR	\$10,720	\$10,720	\$21,440
KOLA	\$29,600	\$29,600	\$59,200
KFRG	\$27,040	\$27,040	\$54,080
<b>Total for Radio</b>	<b>\$67,360</b>	<b>\$67,360</b>	<b>\$134,720</b>

All of the radio buys will be leveraged for internet ads on the radio station websites.

Creative expenses are estimated at \$8,000 and the balance of available funds, approximately \$5,000, will be applied to internet advertising on the websites of area newspapers.

## 6.0 Conclusions

The development of an IE511 project is feasible and achievable within a four-month period for an October 1, 2009 launch. Projected capital and ongoing costs are summarized below. Note - these costs will be refined upon SANBAG/RCTC Board approval.

ITEM	Capital		Marketing	Operating & Maintenance	
	Low end	High End		Low End	High End
<b>Call Translation</b>	\$13,500	\$13,500			
<b>Telephone</b>					
IVR	\$200,000	\$200,000			
VOXEO				\$2,500	\$2,500
Fine-Tuning Grammar	\$30,000	\$50,000		\$3,000	\$3,000
Reporting Tool	\$20,000	\$20,000			
Call costs				\$4,000	\$12,150
<b>Web</b>					
Traffic Map Development	\$90,000	\$90,000			
Map O&M \$5K-\$10K/mo For months 1 to 6	\$30,000	\$60,000			
Map O&M				\$4,000	\$5,000
Website Development	\$30,000	\$40,000			
Website O&M				\$1,500	\$2,500
Website Hosting				\$4,000	\$4,000
<b>TOTALS</b>	<b>\$413,500</b>	<b>\$473,500</b>	<b>\$240,000</b>	<b>\$19,000</b>	<b>\$29,150</b>
<b>Annual O &amp; M</b>				<b>\$228,000</b>	<b>\$349,800</b>

Add Live Operator Option @ Yr.	\$20,000	\$30,000	\$0	\$37,800	\$126,000
<b>TOTALS -Adjusted Cost with Live Operator Option</b>	<b>\$433,500</b>	<b>\$503,500</b>	<b>\$240,000</b>	<b>\$265,800</b>	<b>\$475,800</b>

## *Minute Action*

AGENDA ITEM: 23

**Date:** May 6, 2009

**Subject:** Local Transportation Fund (LTF) Revised Apportionment for Fiscal Year 2008/2009

**Recommendation:\***

- 1.) Approve a decrease of \$4,700,000 to the Fiscal Year 2008/2009 LTF Receipts for a new total \$63,826,000.
- 2.) Re-approve the use of \$1,669,389 in prior year unrestricted fund balance to increase the Fiscal Year 2008/2009 Apportionment to an adopted level of \$65,495,389.
- 3.) Retain the estimated interest earnings of \$2,000,000 as a fund Reserve for any shortfall in the current or subsequent fiscal year.

**Background:** In February the Board approved 1) a decrease of \$7,614,000 to the Fiscal Year 2008/2009 LTF Apportionments for a new total of \$68,526,000; and 2) the use of \$1,669,389 of prior year unrestricted fund balance to establish a new Fiscal Year 2008/2009 Apportionment in the amount of \$70,195,389.

Through the month of April, the LTF has received \$55.8 million. Staff is now recommending that the current year estimate of receipts be reduced by \$4,700,000 for a new total of \$63,826,000. The February adopted apportionment included

\*

*Approved*  
*San Bernardino Associated Governments*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

\$1,669,389 unrestricted balance, staff is recommending that amount be added to the new revised estimate of receipts for a new Fiscal Year Apportionment of \$65,495,389. Attachment A presents the recommended revised apportionment for the current year along with a comparison to the February adopted apportionment.

The February adopted revised apportionment assumed a 10% reduction over the original adopted estimate. Staff is now recommending an additional 16% reduction to the original Fiscal Year 2008/2009 adopted estimate. Staff has estimated interest earning for the year of \$2,000,000 and is recommending this amount be used to fund a Reserve for any shortfall in the current or subsequent fiscal year.

***Financial Impact:*** The revised apportionment for the current year reduces the amount available to the Commission for planning by \$141,000. The adoption of lower apportionments for this year should not affect the transit agencies' budgets, but will reduce the amount of revenue available for allocation to the Mountain/Desert jurisdictions for street and road purposes.

***Reviewed By:*** Due to time constraints this item is being presented directly to the Board of Directors for discussion.

***Responsible Staff:*** Victoria Baker, Senior Transit Analyst  
Michael Bair, Interim Director of Transit and Rail Programs

**Attachment A**

**San Bernardino County Local Transportation Fund  
Fiscal Year 2008-2009  
Apportionments**

	APPORTIONMENT	2/09 REVISED APPORTIONMENT	5/09 REVISED APPORTIONMENT	DIFFERENCE
Prior Year Reserve/Estimated Unapportioned Carryover	\$ 1,165,755	\$ 1,669,389	\$ 1,669,389	\$ -
Estimated Annual LTF Receipts	\$ 76,140,000	\$ 68,526,000	\$ 63,826,000	\$ (4,700,000)
<i>Fund Reservation</i>	\$ (1,165,755)			\$ -
Total Estimated Funds Available	\$ 76,140,000	\$ 70,195,389	\$ 65,495,389	\$ (4,700,000)
Auditor's Administrative Cost	\$ 20,000	\$ 20,000	\$ 20,000	\$ -
SANBAG's Administrative Cost	\$ 550,000	\$ 550,000	\$ 550,000	\$ -
County Transportation Commission Planning	\$ 2,284,200	\$ 2,105,862	\$ 1,964,862	\$ (141,000)
SCAG Planning	\$ 123,300	\$ 123,300	\$ 123,300	\$ -
Resulting Balance	\$ 73,162,500	\$ 67,396,227	\$ 62,837,227	\$ (4,559,000)
Article 3 (SB821) Program	\$ 1,463,250	\$ 1,347,925	\$ 1,256,745	\$ (91,180)
Balance Available for Apportionment	\$ 71,699,250	\$ 66,048,303	\$ 61,580,483	\$ (4,467,820)
<b>Apportionment Area</b>	<b>Population</b>	<b>Percentage</b>	<b>APPORTIONMENT</b>	<b>APPORTIONMENT</b>
Valley	1,480,347	72.9949%	\$ 52,336,829	\$ 44,950,640
Adelanto	27,139	1.3382%	\$ 959,484	\$ 824,074
Apple Valley	70,297	3.4663%	\$ 2,485,311	\$ 2,134,564
Barstow	23,599	1.1637%	\$ 834,329	\$ 716,582
Big Bear Lake	6,207	0.3061%	\$ 219,445	\$ 188,475
Hesperia	85,876	4.2345%	\$ 3,036,097	\$ 2,607,619
Needles	5,759	0.2840%	\$ 203,606	\$ 174,872
Twentynine Palms	24,830	1.2244%	\$ 877,851	\$ 753,961
Victorville	102,538	5.0561%	\$ 3,625,173	\$ 3,113,560
Yucca Valley	21,044	1.0377%	\$ 743,999	\$ 639,000
County - Unincorporated	180,377	8.8943%	\$ 6,377,127	\$ 5,477,136
<b>Total</b>	<b>2,028,013</b>	<b>100.0000%</b>	<b>\$ 71,699,250</b>	<b>\$ 61,580,483</b>
				<b>\$ (4,467,820)</b>

Population Source: State Controller Motor Vehicle Fee 1/2007  
SANBAG's Administrative Cost Includes TDA Administration, Claimant Fiscal/Compliance Audits & Tirenneil Performance Audits  
SCAG Planning Cost (if applicable) apportioned to Commission counties based on LTF Revenue Estimates

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 24

**Date:** May 6, 2009

**Subject:** Approve plans and specifications and Authorize advertising for Construction Bids for I-215 Segments 1 and 2

**Recommendation:\*** Approve plans and specifications and Authorize advertising for Construction Bids for I-215 Segments 1 and 2 in the City of San Bernardino.

**Background:** SANBAG has completed the Plans and Specifications for the project cited above and is in the process of finalizing the construction management services for the project. This project has received State and Regional Federal Stimulus funding as well as other State and Federal funding. A condition of the allocations made by the CTC is that a construction contract must be awarded within six months of the CTC allocation. In addition, the goal in using the Stimulus funding is to award construction contracts and commence work as expeditiously as possible. The next step in proceeding with this project is complying with Public Contracts Code by receiving Board approval of the Plans and Specifications and authorizing advertisement for bids for this project. It is anticipated that the advertising period would begin within the next several weeks, bids could be opened in July and a contract award could be brought to the August, 2009 Board.

**Financial Impact:** This item imposes no financial impact. The proposed 2009/10 SANBAG Budget does include construction funds for this project. TN 838

**Reviewed By:** This item has not had prior policy committee review.

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction

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*Approved*  
*Board of Directors*

*Date:* May 6, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 25

**Date:** May 6, 2009

**Subject:** Computer Administration and Management Services Contract

**Recommendation:\*** Approve Sole Source Contract No. A09192 with TH Enterprises for Computer Administration and Management Services for an amount not to exceed \$178,872 as specified in the Financial Impact Section.

**Background:** This item recommends approval of a new one year contract with TH Enterprises for computer administration and management services. Continuation of this contractual relationship is also recommended by the SANBAG staff.

SANBAG has utilized the services of TH Enterprises Inc. (THEI) since 1990/91 when THEI developed its first automated financial accounting system. SANBAG purchased the Regional Council Management System (RCMS) software from TH Enterprises. Since the original purchase, TH Enterprises has: 1) written proprietary software for SANBAG for the distribution of Measure I revenue, 2) provided day-to-day network administration for the SANBAG computer network, 3) consulted on utilization of the RCMS software, 4) provided management and technical consultation for design and upgrade of the SANBAG network employing use of third party software and operating systems; and 4) has coordinated with other SANBAG partners and vendors for integration of other proprietary software into the SANBAG computer network.

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

SANBAG utilizes contractor support for all of its information technology needs and has no dedicated information technology personnel.

In June 2003, TH Enterprises upgraded SANBAG's network technology with portal server software enabling SANBAG to work in a web-based environment and to have access to its internal information from anywhere via Internet connection. This enabled SANBAG staff with 24/7 access to SANBAG work so staff may continue to work productively whether on-site or off-site or on travel. Recently in October 2007, TH upgraded SANBAG's portal server software to the most current Microsoft software providing SANBAG with the ability to take advantage of the most current portal technology. This upgrade sets the foundation for future enhancements of the SANBAG Computer Network to enable SANBAG to take collaboration and project management to an even higher level and to take advantage of using key indicators.

These are some of the many accomplishments during Fiscal Year 2008-2009: 1) design and implementation of extended battery backup for all servers, 2) installation and implementation of advanced security that identifies hackers and permanently blocks hackers from communicating with SANBAG servers (intrusion protection system), 3) continued rotation of new hardware for outdated hardware, 4) implementation of agency-wide Adobe Acrobat licensing and usage, 5) continuing SharePoint development and implementation, 6) replacement of SANBAG's primary server hardware, 7) upgrade of the threat protection software (virus, etc.), 8) upgrade backup software to latest versions, 9) development of a written Disaster Recovery Plan and preparation for implementation of an advanced Disaster Recovery System, 10) analysis of Measure I distributions and recommendations, 11) rebuilding TDA (LTF & STAF) in the Regional Council Management System, 12) setup and installation of the new financial system servers and printers, 13) support the implementation of the new financial system, 14) support data transfers from RCMS to the new financial system.

Major goals for FY2009-2010 are: 1) maintaining a reliable and secure computer network environment, 2) implementation of Disaster Recovery System, 3) development of SharePoint-based Project-Task Management processes/systems, 4) implementation of a third party software add-on to SharePoint for greatly improved management opportunities, 5) design & implementation of formal records management using a third party software add-on to SharePoint; 6) implementation of an enhanced Contact Management module; 7) continued support of the transition from the current financial system

(RCMS) to the new financial system, and 8) ongoing support of the new financial system after going live.

The proposed contract provides for annual pre-paid services from TH Enterprises at a discounted rate for 24 days of consultation for network management and design, as well as 40 days technical support for project management, network engineering, programming, and purchasing services performed on- and off-site. TH Enterprises performs the majority of SANBAG's computer network and server and client workstation maintenance through twenty-four hour Internet access to the SANBAG network. This contract also provides for up to four consultant visits annually and four technical visits, at SANBAG's discretion.

The annual cost of this contract which includes expenses, is \$178,872 for Fiscal Year 2009-2010.

***Sole Source:***

In accordance with the adopted SANBAG contracting policy, SANBAG staff has reviewed this contractual relationship and is recommending a new contract without competitive process. It is the assessment of SANBAG staff that the consultant has performed well and, in particular, demonstrates the highest level of responsiveness when timing is critical. The consultant has also demonstrated the highest level of professionalism through providing support during implementation of the new financial system. TH is providing support in this effort, and SANBAG will require the support of TH Enterprises for the transition to the new financial system and to maintain the new financial system databases as well as for day-to-day administration of the current RCMS financial system.

It is recommended that this contract be approved without renewed competition due to the consultant's unique knowledge of SANBAG's organizational structure, computer network and needs.

***Financial Impact:***

This contract is for an amount not to exceed \$178,872. This item is consistent with the proposed 2009/2010 budget, Indirect.

***Reviewed By:***

This item was reviewed by the Administrative Committee on April 8, 2009 and unanimously recommended for approval. This item is scheduled for review by the Board of Directors on May 6, 2009 and was reviewed by SANBAG Counsel as to legal form.

***Responsible Staff:***

Duane A. Baker, Director Management Services

**SANBAG Contract No. A09192**

by and between

San Bernardino Associated Governments

and

TH Enterprises, Inc.

for

Computer Administration and Management Services**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID <u>THEI</u>	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>178,872</u>	Previous Amendments Total:	\$ <u>0</u>
Contingency Amount:	\$ _____	Previous Amendments Contingency Total:	\$ <u>0</u>
		Current Amendment:	\$ <u>0</u>
		Current Amendment Contingency:	\$ <u>0</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 178,872**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>IAM10</u>	<u>5553</u>	<u>Indirect</u>	_____	\$ <u>178,872</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>5/6/09</u>	Contract Start: <u>7/1/09</u>	Contract End: <u>6/30/10</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

<b>Approved Budget Authority →</b>	Fiscal Year: <u>2009-2010</u> \$ <u>178,872</u>	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	\$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? IAM10If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes \_\_\_\_\_ %Task Manager: Duane A. BakerContract Manager: Terri Miyamoto

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: A09192

A09192

IAM09

**Agreement By and Between**  
**San Bernardino Associated Governments**  
**And**  
**TH Enterprises, Inc.**

**For**  
**Computer Administration and Management Services**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between SAN BERNARDINO ASSOCIATED GOVERNMENTS hereinafter referred to as "SANBAG," and TH ENTERPRISES, INC., hereinafter referred to as "CONSULTANT."

**WITNESSETH:**

WHEREAS, SANBAG desires the services of a qualified consultant to provide computer administration and management services; and

WHEREAS, CONSULTANT has the management and technical personnel, expertise, and other assets necessary to render the aforesaid services and is desirous of providing such services;

NOW, THEREFORE, in consideration of the foregoing recitals and covenants and agreements of each of the parties herein set forth, the parties hereto agree as follows:

1. Scope of Work. SANBAG hereby contracts with CONSULTANT to perform the services as set forth in Exhibit A, Scope of Work, attached hereto and by reference incorporated herein and made a part hereto.

The annual payment to CONSULTANT provides for 24 days per year of consultation by principal management, plus 40 days per year of project management and/or certified network engineer or other technical support, which may be off-site or on-site, at the discretion of SANBAG. On-site work shall be coordinated with SANBAG staff to insure maximum utilization of services. Coordination shall include advanced identification of on-site work dates, identification of work to be performed on-site, progress review meetings during on-site work, and written reports of work accomplished during visit.

Additionally, CONSULTANT shall sell to SANBAG, at the option and upon specific authorization by SANBAG, computer hardware and third party software at CONSULTANT's costs plus 10%. The base costs shall be at the CONSULTANT's purchase price, plus freight in and out costs. Such purchases shall be made by purchase order, and costs for such purchases are not included in this Agreement. CONSULTANT hours for set up, burn in, and installation of such sales, at the discretion of SANBAG, may be charged against the hours purchased in this Agreement.

At the sole discretion of SANBAG, the CONSULTANT may receive compensation for additional work as specifically requested by SANBAG. Any such additional work shall be negotiated and compensated at or below CONSULTANT's published rate.

2. Contract Costs. The total cost of this contract shall not exceed \$178,872 in accordance with Exhibit B, Contract Costs, attached hereto and by reference incorporated herein and made a part hereto. All other costs shall be submitted by CONSULTANT to SANBAG as specified in Paragraph 4 below. Amounts specified in Exhibit B can be reallocated among identified categories upon approval of the SANBAG contract manager but cannot exceed the total amount of the contract as specified herein.

3. Time Period. The term of the Agreement shall commence on July 1, 2009, and continue until June 30, 2010.
4. Payment.
  - a) CONSULTANT shall submit invoices semi-annually to SANBAG for pre-paid Management and Technical support in accordance with Exhibit B. Invoices for Expenses and Communications shall be submitted monthly or on a time schedule approved by SANBAG. CONSULTANT shall prepare all invoices in a form satisfactory to and approved by SANBAG and shall be accompanied by documentation supporting each element of measurement and/or cost.
  - b) SANBAG shall pre-pay CONSULTANT on a semi-annual basis for Management and Technical support services upon receipt of billing by the CONSULTANT. Payment of said invoice shall be made promptly after such time that the SANBAG project manager determines that invoice charges are in agreement with the Scope of Work as set forth in Exhibit A of this Agreement. If SANBAG determines that the provision of services is not in agreement with the Scope of Work, SANBAG may reduce the invoice accordingly.
5. Reports. CONSULTANT shall submit monthly reports to SANBAG detailing hours charged against this Agreement. CONSULTANT shall also provide progress reports detailing the work accomplished during periodic visitations, accomplishments, obstacles addressed, and uncompleted tasks. Such reports shall be submitted in written form within fourteen days following the on-site visitations. Any invoice submitted which fails to comply with the terms of this Agreement, including the requirements of form and documentation, may be returned to CONSULTANT.
6. Reimbursable Expenses. Reimbursable expenses for the purpose of this Agreement shall include reasonable and necessary expenses directly related to the interests of SANBAG and travel to California. A per diem allowance for meals and lodging is established at \$208 per day to be paid for each day of on-site work at SANBAG and for each travel day which requires over-night accommodations. In such instances that the cost of an additional day of per diem is less than the most immediate return airfare, additional per diem may be authorized, at SANBAG discretion. All reimbursable expenses related to this Agreement shall be expressly authorized by SANBAG prior to such expenses being incurred.
7. Management and Key Personnel. During the term of this Agreement, CONSULTANT shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof. Key personnel identified as the project team, specifically Ted Hoisington, Derek Bibler, Kathy Davidson, Tom Brophy, Mark Haines, and Jo-Anne Moody. Such personnel shall not be replaced by any other persons without written notification to SANBAG.
8. Contract Amendments. CONSULTANT agrees any amendments, alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced in writing, and approved by either the SANBAG Board of Directors or contract manager.
9. Ownership of Documents. All documents, data, products, graphics, computer programs, and reports prepared by CONSULTANT pursuant to this Agreement shall be considered property of SANBAG upon payment for services. All such items shall be delivered to SANBAG at the completion of work under the Agreement.
10. Materials Retained. CONSULTANT shall retain project-related materials and worksheets for a minimum of three (3) years after the delivery of the final product. Said materials and reports shall be available to SANBAG on request.

11. Audit. CONSULTANT shall permit the authorized representatives of SANBAG to inspect and audit all data and records of the CONSULTANT relating to performance under this Agreement for a period of three years following final payment for services rendered.
12. Equal Employment Opportunity. CONSULTANT agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, the California Fair Employment and Housing Act, and any other applicable federal and state laws, regulations and policies relating to equal employment, including laws and regulations hereafter enacted.
13. Disadvantaged Business Enterprises. In connection with the performance of this Agreement, CONSULTANT will cooperate with SANBAG in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises and will use its best efforts to insure that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for sub-contract work under this Agreement.
14. Americans with Disabilities Act. CONSULTANT shall comply with all applicable provisions of the American with Disabilities Act (ADA).
15. Sub-Contracting. CONSULTANT shall not sub-contract any portion of the work required by this Agreement without prior approval of SANBAG. CONSULTANT is responsible for any and all work performed by subconsultants and is responsible for payment of subconsultants for such work.
16. Independent Contractor. CONSULTANT's relationship with SANBAG in performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not of SANBAG. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters, including liability insurance for its employees.
17. Confidentiality. CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SANBAG, any information obtained by CONSULTANT from or through SANBAG in connection with CONSULTANT's performance of this Agreement, unless (a) the information was known to CONSULTANT prior to obtaining same from SANBAG pursuant to a prior contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors; or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to CONSULTANT'S knowledge and belief, the right to disclose the same.
18. Contract Assignability. This Agreement is not assignable by CONSULTANT either in whole or in part without the prior written consent of SANBAG.
19. Prohibited Interest. No member, officer, or employee of SANBAG during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

20. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:
- |   |                           |
|---|---------------------------|
| <u>If to SANBAG:</u>                                  | <u>If to CONSULTANT:</u>  |
| Duane A. Baker  | Ted Hoisington            |
| 1170 W. 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor | 310 I-30 East, Suite B101 |
| San Bernardino, CA 91410-1715                         | Garland, TX 75043         |
21. Termination. If, through any cause within its control, CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CONSULTANT violates any of the terms or stipulations of the Agreement, SANBAG will notify CONSULTANT in writing of the deficiency. If the deficiency is not corrected within thirty (30) days, SANBAG shall thereupon have the right to terminate this Agreement and to specify the effective date thereof, such notice to be provided at least five (5) days before the effective date of such termination. CONSULTANT shall be entitled to receive compensation for the percentage of completion of work in progress at the termination date, as determined by SANBAG, applied to the Contract Value.
- Notwithstanding the above provisions, SANBAG shall have the right to terminate this Agreement without cause at any time upon sixty (60) days notice to CONSULTANT.
22. Succession. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto.
23. Headings. The headings or titles to paragraphs of this Agreement are not part of the Agreement and shall have no effect on the construction or interpretation of any part of this Agreement.
24. Disputes. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which are not disposed of by mutual agreement shall be decided by a court of competent jurisdiction. This Agreement shall be subject to the law and jurisdiction of the State of California. The venue for any actions arising out of this Agreement will be the Superior Court for the County of San Bernardino.
25. Indemnification. The CONSULTANT agrees to indemnify, defend and hold harmless SANBAG and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from CONSULTANT's acts, errors or omissions and for any costs or expenses incurred by SANBAG on account of any claim therefore, except where such indemnification is prohibited by law.
26. Insurance Coverage. Without in any way affecting the indemnity herein provided and in addition thereto, CONSULTANT shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:
- a) Workers' Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred fifty thousand dollars (\$250,000) limits, covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this Agreement.
  - b) Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).



- c) Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or  
Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- d) Waiver of subrogation Rights – Except for the Errors and Omissions Liability and Professional Liability, CONSULTANT shall require the carriers of the above required coverage to waive all rights of subrogation against SANBAG, its officers, employees, agents, volunteers, contractors and subcontractors.
- e) Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by SANBAG.
- f) Failure to Procure/Show Proof of Insurance – Failure on the part of CONSULTANT to procure or maintain the required insurance shall be considered a material breach of contract upon which SANBAG may immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by SANBAG shall be repaid by CONSULTANT to SANBAG upon demand or SANBAG may offset the premiums against any monies due to CONSULTANT from SANBAG.

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures.

SAN BERNARDINO  
ASSOCIATED GOVERNMENTS

TH Enterprises, Inc.

By:

\_\_\_\_\_  
Gary Ovitt  
President  
SANBAG Board of Directors

\_\_\_\_\_  
Ted Hoisington  
Principal

Date

\_\_\_\_\_

Date

\_\_\_\_\_

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
Jean Rene Basle  
SANBAG Counsel

Date:

\_\_\_\_\_

**SCOPE OF WORK**

- I. The following services shall be provided by Consultant:
  - A. Consultation, administration, and management of the SANBAG computer network, including operation and maintenance of hardware and integration of Regional Council Management System (RCMS) and third party operating systems and software programs.
  - B. Consultation related to use of RCMS and Measure I allocation program developed for use by SANBAG.
  - C. Consultation related to the overall planning and implementation of computer software and hardware systems utilizing both TH Enterprise software and third party software, as well as technical assistance related to day-to-day administration of the local area network.
  - D. Consultation and coordination with other SANBAG consultants and/or vendors related to third party software and systems which are to be integrated with the SANBAG network, as specifically authorized by SANBAG.
  - E. Consultation specified in items A through C above shall be provided in concert with and include periodic on-site consultation, training, and management assistance by Ted Hoisington and/or other TH Enterprises staff at SANBAG offices, as well as off-site work provided by Ted Hoisington and/or TH Enterprise staff insure effective planning, management, and project implementation on the SANBAG network.
- II. The following additional services may be requested by SANBAG:
  - A. Special services related to customization of TH Enterprise software specific to SANBAG needs at the option of and upon specific authorization by SANBAG.
  - B. Software and hardware maintenance services, on-line computer assistance and maintenance, or other services exceeding the amounts provided for in this Agreement, as elected solely at the discretion and specific authorization of SANBAG.

If requested, the additional services shall result in additional charges not included in this Agreement and shall be provided at or below the hourly rate published by TH Enterprises or as negotiated in a separate work order.

**CONTRACT COSTS**

<b>Fiscal Year →</b>	<b>2009-2010</b>
<b>Management</b> - 192 hours @ \$190.625/hr	\$36,600
<b>Technical</b> (CNE, Programming, Project Mgmt.) – 660 hours @ \$154/hr (\$101,640) plus 108 hours @ \$154/hr for EDEN support (\$16,632)	\$ 118,272
<b>Expenses</b> - \$ 225 per day plus actual travel expenses.	\$24,000
<b>TOTALS</b>	<b>178,872</b>
<b>Total Contract not to exceed \$178,172</b>	

# **AGENCY REPORTS**



# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178  
(909) 396-2000 • www.aqmd.gov

April 8, 2009

## Members of the Governing Board:

Chairman  
**Dr. William A. Burke**  
Speaker of the Assembly  
Appointee

Vice Chairman  
**S. Roy Wilson, Ed.D.**  
Chairman of the Board  
County of Riverside

**Michael D. Antonovich**  
Supervisor, Fifth District  
County of Los Angeles

**Michael A. Cacciotti**  
Councilmember, City of South Pasadena  
Cities of Los Angeles County/  
Eastern Region

**Bill Campbell**  
Supervisor, Third District  
County of Orange

**Jane W. Carney**  
Senate Rules Appointee

**Josie Gonzales**  
Supervisor, Fifth District  
County of San Bernardino

**Ronald O. Loveridge**  
Mayor, Riverside  
Cities of Riverside County

**Joseph K. Lyon, Ph.D.**  
Governor's Appointee

**Jan Perry**  
Councilmember, 9<sup>th</sup> District  
City of Los Angeles Representative

**Miguel A. Pulido**  
Mayor, Santa Ana  
Cities of Orange County

**Tonia Reyes Uranga**  
Councilmember, City of Long Beach  
Cities of Los Angeles County/  
Western Region

**Dennis R. Yates**  
Mayor, Chino  
Cities of San Bernardino County

To: Mayors and Councilmembers

From: **Dennis R. Yates, Mayor/City of Chino**  
Cities of San Bernardino County  
Board Member, South Coast AQMD

*D. Yates*  
*qr*

Attached are the agenda items and the outcome of the April 3, 2009 AQMD Governing Board meeting, and a preview of the items for discussion at the May 1, 2009, meeting.

## PUBLIC HEARING ITEMS AT THE APRIL 3, 2009 BOARD MEETING

### **Amend Rule 317 – Clean Air Act Non-Attainment Fees** *(Continued from March 6, 2009 Board meeting)*

Rule 317 was adopted by the Board at its December 5, 2008 meeting for the Salton Sea Air Basin only. The public hearing for the provisions that apply to the South Coast Air Basin was continued to the April 3, 2009 Board meeting. Staff has prepared two options for the Board's consideration. (Review: Stationary Source Committee, January 23, 2009 and March 20, 2009)

**Majority Votes: 9 Yes, 0 No, 4 Absent (Public Hearing continued to June 5, 2009 Board meeting)**

### **Approve and Adopt Technology Advancement Office Clean Fuels Program Annual Report and Plan Update** *(Continued from March 6, 2009 Board meeting)*

As a requirement of the Clean Fuels Program funding, the Technology Advancement Office must submit to the Legislative Analyst by March 31<sup>st</sup> of each year an approved Annual Report for the past year and a Plan Update for the current calendar year. Staff presented the 2009 Clean Fuels Program Draft Plan Update to the Board for review and comment at its October 3, 2008 meeting. Adoption of these documents was postponed one month to allow time to evaluate the impact of the Stimulus Bill on potential projects in

the Plan Update and investigate leveraging opportunities with federal agencies. At this time, staff is re-submitting the Technology Advancement Office Clean Fuels Program Annual Report and Plan Update for Board approval. (Review: Technology Committee, February 20, 2009 and March 20, 2009)

**Majority Votes: 9 Yes, 0 No, 4 Absent**

**Amend Regulation IX – Standards of Performance for New Stationary Sources**

Periodic amendments to Regulation IX incorporate new or amended federal standards by reference. Seven actions enacted by U.S. EPA in 2008, for NSPS, are proposed for incorporation into Regulation IX. The NSPS actions cover: new standards for stationary spark ignition internal combustion engines; stays on certain standards for equipment leaks of VOC in the synthetic organic chemicals manufacturing industry and petroleum refineries; new standards for new, modified, or reconstructed process units at petroleum refineries; and temporary, interim, and unlimited stays for certain provisions of the new standards for petroleum refineries. Affected industries include: stationary spark ignition internal combustion engines, synthetic organic chemicals manufacturing industry, and petroleum refineries. (Review: Stationary Source Committee, February 20, 2009)

**Majority Votes: 9 Yes, 0 No, 4 Absent**

**Pre-Hearing Report to Receive Public Comments on Proposed Rule 2301 – Control of Emissions from New or Redevelopment Projects**

This item introduces the basic program design of Proposed Rule 2301 to the Governing Board and the public, per the commitment made in 2007 AQMP Control Measure EGM-01 – Emission Reductions from New or Redevelopment Projects. Staff will present the current staff proposal, key issues, and stakeholder comments, including input received through the PR 2301 Stakeholder Working Group. After receiving comments from the Board and public, PR 2301 will be brought back for consideration of rule adoption. (Review: Mobile Source Committee, January 15, 2009 and March 20, 2009)

**Majority Votes: No Vote Taken – Action: Received and Filed**

**PUBLIC HEARINGS SET FOR MAY 1, 2009 BOARD MEETING**

**Amend Rule 1171 – Solvent Cleaning Operations and Rule 1122 – Solvent Degreasers**

The proposed amendments extend the compliance date for the use of low-VOC solvents for clean-up of lithographic ultraviolet/electron beam ink application equipment and on-press screens in screen printing. The proposal also addresses rule applicability for certain specialized, small usage, low emission applications and other clarifying language in Rules 1171 and 1122. (Review: Stationary Source Committee, March 20, 2009)



**REPORT:** Mobile Source Air Pollution Reduction Review Committee

**FROM:** Gwen Norton-Perry, SANBAG Representative to the MSRC

**SYNOPSIS:** Below is a summary of key issues addressed at the MSRC's regularly scheduled meeting on March 19, 2009. The MSRC will next conduct a special offsite meeting on Thursday, April 16, 2009, in lieu of their regularly scheduled meeting here at the AQMD.

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#### **Mountain Area CNG School Bus Demonstration Program**

One element of the MSRC's FY 2006-07 Work Program funded the demonstration of natural gas school buses in a mountain school district to demonstrate their viability in mountainous areas including steep grades and winter driving conditions. Bear Valley Unified School District is the participating school, and was provided with two CNG Thomas school buses leased from BusWest and a temporary alternative fuel refueling station provided by S-W Compressors. Multiple recurrent issues with the temporary alternative fuel refueling station resulted in the MSRC approving a substitute vendor Gas Equipment Systems Inc. (GESI) at a maximum cost of \$30,000 at its December 18, 2008 meeting, and the AQMD Board subsequently approved the award.

The new contractor recommended the substitute temporary refueling station should be installed following similar guidelines and regulations as a permanent station for liability reasons. Consequently, at its March 19, 2009, meeting, the MSRC unanimously approved an additional \$41,000 to the GESI as-yet-unexecuted contract (for a revised award of \$71,000) to design, permit and install the substitute temporary refueling station similar to permanent stations. Additionally, the MSRC unanimously approved a contract modification with BusWest, the original leaser of the two CNG school buses, to extend the lease for one additional year, add an additional \$90,928 to continue the lease at the same monthly rate as the first year, and to ensure the demonstration period would continue throughout the FY 2009-10 school year. Funding for both contract/award modifications is part of the FY 2008-09 Work Program. The AQMD Board will consider these two contract/award modifications at its May 1, 2009 meeting.

Also at its March 19, 2009 meeting, the MSRC received and filed the financial report ending February 28, 2009. Staff clarified that while the report shows an estimated

carryover of minus \$156,483, subsequent to preparation of the financial report, \$52,500 was recognized in turnback funds from S-W Compressors, the original vendor who had installed the initial temporary refueling station at Bear Valley. In addition, another \$1 million in turnback funds is anticipated in the next few weeks. And a \$500,000 reserve is always retained.

The MSRC was also advised that AQMD staff plans to seek Governing Board approval to co-fund a portion of the project's continuation, and directed staff to coordinate the most practical administrative approach for cost-sharing the project should such approval be granted.

### **Special Offsite Meeting on April 16, 2009**

Last year the MSRC co-funded a CNG refueling station at Rossmoor Pastries in Signal Hill. The MSRC's next meeting will be conducted at Rossmoor Pastries and will include a tour of the refueling facility and bakery. The special offsite meeting will be on Thursday, April 16, 2009.

### **MSRC's Annual Retreat**

Every year the MSRC holds an annual retreat to forge its next work program. This year the retreat is planned for Noon on Thursday, May 21, 2009, in Temecula. The MSRC Chair Ron Roberts, who is a Council Member for the City of Temecula, will be hosting the offsite retreat. Discussions will include how to leverage MSRC funding with AB 118 funding.



# **ADDITIONAL INFORMATION**

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation and Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	P. Gilbreath	L. McCallon		P. Gilbreath
District 7 (San Bernardino, Highland)	L. McCallon	D. Robertson		
District 8 (Rialto, Fontana)	D. Robertson		P. Eaton	
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton			
District 10 (Chino, Chino Hills, Ontario)	G. Duncan	B. Jahn		G. Duncan
District 11 (Bartow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn			
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	G. Coleman			
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Acting as County Transportation Commission	K. Chastain			K. Chastain
SANBAG Subregional Appointees*		B. Cortes	Vacant (J. Harrison)	Vacant (P. Leon)
*One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Vacant (B. Jahn) Vacant (J. Mitchell)	E. Scott	Vacant (K. Chastain)

#### Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Stapping and Policy Committees.

#### Terms of Appointment

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in May of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

#### Stipend

SCAG provides Regional Council members \$100 per day for a maximum of four meetings per month, plus mileage. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SCAG also provides subregional appointees representing SANBAG on SCAG Policy Committees \$70 per meeting.

#### Meeting Information

The regular meetings of SCAG Regional Council, Standing Committees, and Policy Committees are on the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles:

10:00 a.m., Policy Committees

#### Policy Committees

**Community, Economic, and Human Development:** Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

**Energy and Environment:** Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation, **Transportation and Communications:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

# SANBAG Policy Committee Membership

[illegible]

# SANBAG Policy Committee Membership

[illegible]

## **Policy Committee Meeting Times**

Agency/Committee/Resource	Meeting Date	Meeting Time	Meeting Location
Administrative Committee	Second Wednesday	9:00 a.m.	SANBAG Offices
Commuter Rail Committee	Third Thursday every other month	following the SANBAG Board meeting (Odd Months)	12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday	following the SANBAG Board meeting	9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday	9:00 a.m.	Apple Valley
Plans & Programs Committee	Third Wednesday	12:00 noon	SANBAG Offices

## SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Audit Subcommittee of the Administrative Committee</b></p> <p>In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board.</p> <p>Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.</p>	<p>The responsibilities of the Audit Subcommittee shall be to:</p> <ul style="list-style-type: none"> <li>• Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit.</li> <li>• Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.</li> </ul>	<p>Audit Subcommittee</p> <ul style="list-style-type: none"> <li>- SANBAG President – Gary Ovitt, Supervisor</li> <li>- Vice President – Paul Eaton, Montclair</li> <li>- Immediate Past President – Vacant</li> <li>- Presidential Appointment – Pat Gilbreath, Redlands</li> </ul>
<p><b>Ad Hoc Committee to Review Council of Government Roles</b></p> <p>In June 2006, the SANBAG President appointed the committee.</p>	<p>Reviews SANBAG activities and Board Member requests related to SANBAG's role as a Council of Governments.</p>	<p>Kelly Chastain, Colton (Chair)</p> <p>Dennis Hansberger, SBCO, representing East Valley and Mountain/Desert</p> <p>Josie Gonzales, SBCO, representing the East Valley</p> <p>John Pomierski, Upland, representing West Valley and recognizing his position as Major Projects Committee Chair</p> <p>Pat Morris, San Bernardino, representing the East Valley</p> <p>Paul Eaton, Montclair, representing the West Valley and recognizing his position as Plans &amp; Programs Committee Chair</p> <p>Vacant - Jim Lindley, Hesperia, representing Mountain/Desert and recognizing his position as Mountain/Desert Committee Vice Chair.</p>
<p><b>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District (Colonies Development)</b></p> <p>In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development</p>	<p>Reviews and provides guidance on litigation with San Bernardino County Flood Control District (Colonies Development).</p>	<p>Pat Morris, San Bernardino, Chair</p> <p>Mark Nuaimi, Fontana</p> <p>Pat Gilbreath, Redlands</p> <p>Richard Riddell, Yucaipa</p> <p>Larry McCallon, Highland</p>

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents,  
San Bernardino Associated Governments  
(SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient,  
multi-modal transportation system
- Strengthen economic development  
efforts
- Exert leadership in creative problem  
solving

To successfully accomplish this mission,  
SANBAG will foster enhanced relationships  
among all of its stakeholders while adding  
to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996